

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS  
601 CARMEN DR., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
October 5, 2022**

**Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are not required but are welcomed and encouraged in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.**

**This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public can observe and participate in the meeting as follows:**

- 1. Attend in person or you may observe the PVPRD Board meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29.**
- 2. The meeting will also be live streamed on YouTube at:  
<https://www.youtube.com/channel/UCCjEyMW3h472YEO9gI3Qgig>**
- 3. Zoom Meeting Information:**
  - Meeting Link: <https://us06web.zoom.us/j/82850597038>**
  - Webinar ID: 828 5059 7038**
  - Phone Number: 1-669-900-6833**
  - a. Cell Phone/Computer with Microphone: Click on the Zoom webinar link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
  - b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call into the listed phone number above and when prompted, enter the Webinar ID and Passcode. After entering those items, you will be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing \*9. Then, follow the speaking instructions below.

**Speaking Instructions**

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Committee. **Please ensure all background noise is muted (TV, radio, etc.)** You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes has elapsed your microphone will be muted, and the next speaker will be invited to speak.

**5:00 P.M.**

**CLOSED SESSION**

**1. CALL TO ORDER**

**A. Recess to Closed Session**

**B. Closed Session**

**1) Public Employee Performance Evaluation and Compensation**

The District Board will hold a closed session with the District’s personnel officer and the General Manager, pursuant to Government Code Sections 54957 and 54957.6(a), to discuss the salary, compensation and fringe benefits provided to the General Manager.

**C. Reconvene into Regular Meeting**

**6:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #725**

**2. PLEDGE OF ALLEGIANCE/ROLL CALL**

**3. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).

**4. PRESENTATIONS**

**A. Nature Center Update**

**5. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.

**6. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.

**A. Minutes for Regular Board Meeting of September 7, 2022**

Approval receives and files minutes.

**B. Warrants, Accounts Payable & Payroll**

District's disbursements dated on or before August 31, 2022.

**C. Financial Reports**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for August 2022.

**D. Review and Approval of Surplus Supplies and Equipment List**

The Board can review the current equipment list provided for the uniform disposal of District owned surplus personal property.

**E. Consideration and Approval of Regular Board Meeting Dates for 2023**

Due to scheduling conflicts, the staff is bringing this before the Board this month to finalize the schedule and confirm 2023 dates with the City of Camarillo.

**F. Consideration and Approval of Request for Bids for Trenchless Sewer Line Installation**

An inspection of the Community Center sewer lines determined that the lines are failing and need to be replaced.

**G. Consideration and Adoption of Resolution No. 722 Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and All Standing Committees of the District for the 30-Day Period Beginning October 7<sup>th</sup>, 2022 through November 5<sup>th</sup>, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361**

Adoption of Resolution No. 722 will allow continuation of the use of teleconference meeting procedures for another 30-day period.

**H. Consideration and Approval of Bid Specifications for the Demolition of the Pickleball Complex at Freedom Park**

The demolition of the Freedom Park pool is the next step in the process of creating a pickleball complex at Freedom Park.

**I. Consideration and Adoption of Resolution No. 723 Replacing the 2016 Employee Manual and 2019 Unrepresented Employee Manual with a Proposed Personnel Policy Manual**

Approval will adopt the updated Personnel Policy Manual which combined the rescinded 2016 Employee Manual and the Unrepresented Employee Manual into one document to cover all employees.

**7. PUBLIC HEARING**

**A. Approval of a First Reading for the Adoption of Ordinance No. 13, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation**

A public hearing is required in order to consider the first reading of Ordinance No. 13 which addresses setting Board compensation.

Suggested Actions: Review and introduce Ordinance No. 13 by:

1. Making a MOTION to read the complete Ordinance No. 13 title – *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation* and to waive further reading;

**AND**

2. Making a MOTION to APPROVE the introduction and first reading of the District's *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation*.

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Agreement Between the District and Ventura Roller Sports**

In the spring of 2022, the District was approached about operating the roller hockey arena located at Freedom Park for youth and adult hockey programs.

Suggested Actions: A MOTION to Approve the Agreement between the District and Ventura Roller Sports.

**B. Consideration and Approval of Resolution No. 721 Adopting a District Special Event Policy**

Currently, no District-wide guideline exists to designate the difference between a Special Event facility reservation and a conventional facility reservation.

Suggested Action: A MOTION to Approve Resolution No. 721 adopting the Special Event Policy.

**C. Consideration of Opening New Investment Account with California CLASS for Holding Quimby, Capital, and Contingency Funds**

California CLASS is a new investment entity that would provide a higher rate of return on held cash than currently being earned.

Suggested Action: A MOTION to Approve the opening of a California CLASS account to hold contingency, Quimby, and other funds as necessary.

**D. Consideration and Adoption of Resolution No. 724 Nominating a Board Member to Fill the Term of 1/1/2023 – 12/31/2026 for the Regular or Alternate Special District Member of the Ventura County Local Agency Formation Commission**

LAFCo is seeking an individual to serve in the capacity of the Special District regular member or alternate to fill a four-year term ending December 31, 2026.

Suggested Action: A MOTION to Approve the adoption of Resolution No. 724 nominating a Board Member for the election of a Ventura LAFCo special district regular member or special district alternate member for the term beginning January 1, 2023 through December 31, 2026.

**9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:**

- A. Chair Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – City of Camarillo Liaison, Miracle League, Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members

**10. ADJOURNMENT**

**Notes: The Board of Directors reserves the right to modify the order in which agenda items are heard.** Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Wednesday Board meeting.

**Announcement:** Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (*i.e.*, a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**Pleasant Valley Recreation and Park District  
Camarillo City Hall Council Chambers  
Minutes of Regular Meeting  
September 7, 2022**

**6:00 P.M.**

**REGULAR MEETING**

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

Present: All present

Also Present: General Manager Mary Otten, Administrative Services Manager Justin Kiraly, Park Services Manager Bob Cerasuolo, Recreation Services Manager Katlyn Simber-Clickener, Administrative Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Human Resources Specialist Kathryn Drewry, Recreation Supervisor Macy Trueblood, Park Supervisors Nick Marienthal and Brandon Lopez, Irrigation Specialist John Fletcher, Recreation Specialist Briana Ramos, Dan Rhymes, Betty Weyek, Ric and Jodie Pena, Joe Zimmerly, Tom Trumpler, Bruce & Pam Conger, Mike & Linda Prewitt, David Woodbury, Jeff Cox, Steve & Regan Ruh, John Cox, Gary Swank, David Herget, Rob & Diane Vandermay, Ian Dunning, Robert Hamilton, Larry & Chrissy Soderlund, Garth Koleszar, Mary Ellen Bruskotter, Doug Kays, Jay McKee, Robert & Marian Shiverdecker, David & Lynn Garel, Doug Pugh, Anita Kuzas, Richard Frank, Emily Schneers, Valerie Grossman, Helene Caruthers, Patricia & Russell Rockney, Tom Voshell, Mary Samples, Anastasia and Paul.

**3. AMENDMENTS TO THE AGENDA**

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Roberts to accept the agenda as presented.

Voting was as follows:

Ayes: Magner, Roberts, Dransfeldt, Malloy, Chair Kelley

Noes:

Absent:

Motion: Carried

**Motion to  
Approve the  
Agenda as  
Presented**

**Carried**

**4. PRESENTATION**

**A. End of Summer Highlights**

Recreation Specialist Briana Ramos provided District highlights from the summer's events.

B. Community Band

Dan Rhymes, who has been with the band for 37 years, provided the Board with an update on the group’s Summer Concert Series and the upcoming Christmas Concert which will be held on December 4 at the Community Center.

C. Tierra Linda Water Well Project Update (Camrosa)

Tony Stafford, the general manager of Camrosa Water District and project manager of the Woodcreek Road water well project, presented an update.

**5. PUBLIC COMMENT**

Chair Kelley received numerous public comment cards related to Item 7.B. *Consideration and Approval of Disc Golf Pilot Program* and a few related to Item 7.C. *Consideration and Approval of the Design Plans for the Freedom Park Dog Park*.

**6. CONSENT AGENDA**

- A. Minutes for Regular Board Meeting of July 6, 2022
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Approval of Bid Specifications for Tennis Court Resurfacing at Mission Oaks Park
- E. Approval of the Purchase of a Toro Dingo Utility Tractor
- F. Consideration and Approval of Bid Specification for the Senior Center Roof Project
- G. Consideration and Approval of Request for Proposals for one New Fleet Vehicle
- H. Consideration and Adoption of Resolution No.718 Accepting all of Volume 1 and the Pleasant Valley Recreation and Park District Portion of Volume 2 within the Ventura County Multi-Jurisdictional Hazard Mitigation Plan 2022
- I. Consideration and Approval to Accept the Williams Homes and Somis Farm Workers Project Quimby Funds
- J. Consideration and Adoption of Resolution No. 719, Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and all Standing Committees of the District for the 30-Day Period Beginning September 7<sup>th</sup>, 2022 through October 6<sup>th</sup>, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No.361
- K. Park Impact Fee Annual Report
- L. Consideration and Approval to Replace Resolution No. 104 and Approve Updated Employer-Employee Relations Resolution No. 720

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve the Consent Agenda.

Voting was as follows:

Ayes: Magner, Roberts, Dransfeldt, Malloy, Chair Kelley

Noes:

Absent:

**Motion to Approve Consent Agenda**

**Carried**

Motion: Carried

**7. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Final Designs and Amended and Restated Construction Agreement with Miracle League of the 805 for a Miracle League Field at Freedom Park**

Administrative Analyst Jessica Puckett and Park Services Manager Bob Cerasuolo presented consideration of an amended construction agreement and final designs of a Miracle League of the 805 ballfield at Freedom Park. With the contract funding changes, Miracle League would not have to pay a performance bond and 110% of the bid approval amount would be held in a District liability account and returned upon completion. Rick Pena with the Miracle League stated that they are fully funded. If this item is approved, there would be a request for bid proposals in November and a possible construction date of February/March 2023.

Chair Kelley called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve both the proposed designs and the amended and restated Construction Agreement with Miracle League of the 805.

**Motion to Approve Plans & Agrmt with Miracle League**

Voting was as follows:

Ayes: Malloy, Magner, Dransfeldt, Roberts, Chair Kelley

Noes:

Absent:

Motion: Carried

**Carried**

**B. Consideration and Approval of Disc Golf Pilot Program**

Administrative Analyst Dylan Gunning presented consideration of a disc golf pilot program within the District. Staff members worked with members of a local disc golf group to propose possible park locations and course layouts. Due to the number of emailed negative comments regarding the pilot program at Heritage Park, the Board questioned whether the neighbors' concerns were addressed in the analysis of the neighborhood park.

Chair Kelley asked for public comments regarding this item. Of the 19 who spoke, 17 were against starting a pilot program at Heritage Park and 2 were in favor. Some of the comments that were against the program included concerns about having their family members injured by a thrown hard plastic disc; the restriction of other activities during disc golf play; the proximity of the proposed baskets and throw lines with neighboring fences, paths and areas where children play; the attraction of crowds to a park site with no restroom or parking lot; the disruption of the nature of a neighborhood park; the lack of an environmental study or a neighborhood survey; possible violation of District Ordinance 8; and the need for a dedicated location with plenty of space. Board discussion included the need for further research of a possible pilot program.

Chair Kelley called for motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve to form an Ad Hoc Committee to consider disc golf in our parks.

**Motion to Approve Ad Hoc Comm for Disc Golf**

Voting was as follows:

Ayes: Malloy, Dransfeldt, Magner, Roberts, Chair Kelley

Noes:

Absent:

**Carried**

Motion: Carried

C. Consideration and Approval of the Design Plans for the Freedom Park Dog Park

Park Supervisor Nick Marienthal presented a couple of design plans for the proposed Freedom Dog Park. A third option was also presented by Director Malloy which included a different entry area with a larger grass area, separate small and large dog areas with shade, a DG walking path and no dog agility equipment.

Chair Kelley asked for public comments. Support was given for Option C as the best option because it addresses what the dog community would like to see with no dog agility equipment, a decomposed granite walking path around the fence perimeter and separate small dog and large dog areas with shade.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve design Option C.

**Motion to  
Approve  
Design Option  
C for Freedom  
Dog Park**

Voting was as follows:

Ayes: Magner, Malloy, Dransfeldt, Roberts, Chair Kelley

Noes:

Absent:

**Carried**

Motion: Carried

D. Approval of Bid Award of Contract for Classification and Compensation Study

Human Resources Specialist Kathryn Drewry presented a recommendation for Evergreen Solutions, LLC to conduct an employee classification and compensation study for the District. The company has experience with municipalities and is currently working with the City of Camarillo.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve and authorize the District General Manager to enter into a new agreement with Evergreen Solutions, LLC for a Classification and Compensation Study not to exceed \$35,000.

**Motion to  
Approve Class  
& Comp Study  
with  
Evergreen**

Voting was as follows:

Ayes: Magner, Roberts, Dransfeldt, Malloy, Chair Kelley

Noes:

Absent:

**Carried**

Motion: Carried



E. Consideration and Approval of Resolution No. 721 Adopting a District Special Event Policy

Due to the late hour of the presentation, Chair Kelley requested that this item be moved to the October 5<sup>th</sup> Regular Board Meeting.

**8. ORAL COMMUNICATION - INFORMATIONAL ITEMS**

Reporting of the Informational Items was moved to the October 5<sup>th</sup> Regular Board Meeting. However, the Board did update on the meetings and District events that they attended since July.

**9. ADJOURNMENT**

Chair Kelley adjourned the meeting at 10:51 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts**  
**Recording Secretary**

**Robert Kelley**  
**Chair**

# CASH REPORT

	8/31/2022 Balance	8/31/2021 Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 140,605.17	\$ 256,440.78
457 Pension Trust Restricted	\$ 68,420.34	\$ 83,839.87
Quimby Fee - Restricted	\$ 842,398.02	\$ 396,378.03
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -
Ventura County Pool - Restricted	\$ 5,636,856.68	\$ 4,547,919.11
Park Impact Fees	\$ 172,417.66	\$ -
FCDP Checking	\$ 13,846.66	\$ 13,601.61
<b>Total</b>	<b>\$ 6,889,965.67</b>	<b>\$ 5,298,179.40</b>

<b>Semi-Restricted Funds</b>		
Assessment	\$ 1,015,828.82	\$ 922,911.29
Capital Improvement	\$ 1,120,756.80	\$ 30,013.95
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Designated Project	\$ 230,484.00	\$ 2,582,152.18
LAIF - <b>Capital</b>	\$ 2,032,015.47	\$ -
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00
Contingency-Compensated Absences	\$ 75,000.00	\$ -
Contingency-Vehicle Replacement	\$ 49,843.80	\$ -
Contingency - Computer	\$ 20,000.01	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00
<b>Total</b>	<b>\$ 5,291,109.78</b>	<b>\$ 4,195,921.22</b>

<b>Unrestricted Funds</b>		
Contingency	\$ 2,809,751.09	\$ 12,238.68
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,322,215.45
General Fund Checking	\$ 483,081.11	\$ 338,536.04
<b>Total</b>	<b>\$ 3,292,832.20</b>	<b>\$ 2,672,990.17</b>

**Total of all Funds**      **\$ 15,473,907.65**      **\$ 12,167,090.79**

	9/14/2022 Balance	9/30/2021 Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 140,605.17	\$ 135,451.30
457 Pension Trust Restricted	\$ 68,420.34	\$ 83,845.47
Quimby Fee - Restricted	\$ 839,035.71	\$ 236,246.40
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -
Ventura County Pool - Restricted	\$ 5,636,856.68	\$ 4,549,731.62
Park Impact Fees	\$ 172,417.66	\$ -
FCDP Checking	\$ 13,601.61	\$ 13,601.61
<b>Total</b>	<b>\$ 6,886,358.31</b>	<b>\$ 5,018,876.40</b>

<b>Semi-Restricted Funds</b>		
Assessment	\$ 970,464.39	\$ 878,414.04
Capital Improvement	\$ 1,120,756.80	\$ 21,832.05
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - <b>Capital</b>	\$ 2,032,015.47	\$ 2,322,215.45
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00
Contingency-Compensated Absences	\$ 75,000.00	\$ -
Contingency-Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 20,000.01	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00
<b>Total</b>	<b>\$ 5,225,901.55</b>	<b>\$ 3,883,305.34</b>

<b>Unrestricted Funds</b>		
Contingency	\$ 2,609,751.09	\$ 12,249.86
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,582,152.19
General Fund Checking	\$ 524,039.80	\$ 251,238.42
<b>Total</b>	<b>\$ 3,133,790.89</b>	<b>\$ 2,845,640.47</b>

**Total of all Funds**      **\$ 15,246,050.75**      **\$ 11,747,822.21**

Pleasant Valley Recreation and Park District  
 Finance Report  
 August 2022

	Date	Amount	
Accounts Payables:	8/31/2022	\$ 505,420.50	
	<b>Total</b>	<b>\$ 505,420.50</b>	
Payroll (Total Cost):	8/2/2022	\$ 169,975.76	
	8/16/2022	\$ 167,710.78	
	<b>Total</b>	<b>\$ 337,686.54</b>	
Outgoing:Online Payments			
	8/2/2022	\$ 34,853.18	PERS Health Insurance Premium
	8/2/2022	\$ 15,390.51	CALPERS - Ret PR 8/4/2022
	8/3/2022	\$ 2,786.81	Guardian
	8/3/2022	\$ 562.95	VSP
	8/3/2022	\$ 1,843.56	Hartford
	8/16/2022	\$ 15,827.73	CALPERS- Ret-PR-8/18/22
	<b>Total</b>	<b>\$ 71,264.74</b>	
	<b>Grand Total</b>	<b>\$ 914,371.78</b>	

Developer		Project			Quimby Funds			GL Code
No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date
<b>AMLI</b>								
1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019
2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44		\$ 586,123.38	12/6/2018	8446
3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94		\$ 221,548.94	10/3/2018	8444
<b>TOTALS</b>			<b>\$ 720,600.00</b>	<b>\$ 615,709.00</b>		<b>\$ -</b>		<b>8445</b>
<b>FAIRFIELD LLC</b>								
1	Freedom	Freedom Baseball Fields- Non- Contract Cost		\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	11/7/2018	8459
2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87		\$ 1,746,367.92		
3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 646,859.60		\$ 687,879.45		8469
4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90		\$ 637,090.55		8478
5		Senior and Community Rec Fac Project				\$ 637,090.55		
6		Senior and Community Rec Fac Exterior Proj				\$ 637,090.55		
7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20		\$ 356,441.35		8480
8		Community Center Classroom and Auditorium Enhancements						
9		Freedom Park Parking Lot Enhancement						
10		Freedom Park Landscape and Walking Path						
11		Camarillo Grove Nature Center						
<b>TOTALS</b>			<b>\$ 1,910,000.00</b>	<b>\$ 1,894,048.35</b>		<b>\$ 356,441.35</b>		<b>88/2021</b>
<b>ELACORA MISSION OAKS</b>								
1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74	\$ 2,649,209.00	\$ 2,649,209.00	11/3/2016	
2	Arnell Reh Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,479,102.48		\$ 2,459,321.26	11/5/2020	8464
3		Pickleball	\$ 1,400,000.00	\$ 21,677.38		\$ 988,218.78		8493
4		Camarillo Nature Center	\$ 300,000.00			\$ 958,541.40		
5		Freedom Park Landscape and Walking Path				\$ 958,541.40		
		Freedom Baseball Fields				\$ 958,541.40		
<b>TOTALS</b>			<b>\$ 3,200,000.00</b>	<b>\$ 1,690,667.60</b>		<b>\$ 958,541.40</b>		<b>8/10/2021</b>
<b>KB HOMES</b>								
1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00		8444
2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 441,984.70		8460
3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74		\$ 275,730.92		8447
4		Community Center Classroom and Auditorium Enhancements				\$ 244,193.18		
5		Dos Caminos Expansion and ADA				\$ 244,193.18		
						\$ 244,193.18		
<b>TOTALS</b>			<b>\$ 629,500.00</b>	<b>\$ 230,159.82</b>		<b>\$ 244,193.18</b>		
<b>CRESTVIEW</b>								
			\$ -	\$ -	\$ 21,612.25	\$ 21,612.25	6/7/2023	
<b>ALDERSGATE CONSTRUCTION</b>								
			\$ -	\$ -	\$ -	\$ -	6/27/2023	
			\$ -	\$ -	\$ -	\$ -	1/9/2024	
			\$ -	\$ -	\$ -	\$ -	9/12/2024	
<b>HABITAT FOR HUMANITY</b>								
			\$ -	\$ -	\$ 35,242.00	\$ 35,242.00	3/6/2024	
<b>SHEA HOMES</b>								
			\$ -	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024	
<b>Williams Homes</b>								
			\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027	
<b>Somis Ranch</b>								
			\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	8/5/2027	
<b>Grand Total</b>			<b>\$ 6,460,100.00</b>	<b>\$ 4,430,584.77</b>	<b>\$ 10,499,187.40</b>	<b>\$ 6,068,602.63</b>		

### Ventura County Pool

Investment Name	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
<b>Ventura County Pool</b>	0.41%	0.38%	0.36%	0.36%	0.33%	0.31%	0.32%	0.31%	0.30%
	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>Ventura County Pool</b>	0.31%	0.33%	0.38%	0.41%	0.56%	0.67%	0.87%	1.31%	1.60%

- Rates are determined at the end of the month

### Local Agency Investment Fund (LAIF)

Investment Name	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
<b>Local Agency Investment Fund (LAIF)</b>	0.36%	0.34%	0.32%	0.26%	0.33%	0.22%	0.21%	0.20%	0.20%
	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>Local Agency Investment Fund (LAIF)</b>	0.21%	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%

### Pacific Western Bank

Investment Name	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

# Bank Reconciliation

## Board Audit

User: cwebster  
 Printed: 09/06/2022 - 4:16PM  
 Date Range: 08/01/2022 - 08/31/2022  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CAL CARD STMT DATE	08/09/2022	1,191.09
25517	ALEXA BIBIAN	BIBIAN, A: CLEANING DEPOSIT R	08/11/2022	50.00
25518	JOHN CABRAL	CABRAL, J: CLEANING DEP REFU	08/11/2022	300.00
25524	DIAL SECURITY	DIAL SECURITY: 7/16/2022 SUMM	08/11/2022	348.00
25528	GOOSETOWN PRODUCTIONS INC	GOOSETOWN PRODUCTIONS: SO	08/11/2022	5,500.00
25529	ERIC GREENBERG	GREENBERG, E: PERFORMANCE :	08/11/2022	1,600.00
25537	KIMBERLY ROLLINS	ROLLINS, K: CLEANING DEPOSIT	08/11/2022	50.00
25541	UMPQUA BANK	UMPQUA BANK: FINAL LOAN PM	08/11/2022	130,000.00
25542	VENTURA COUNTY SCOTTISH RI	VC SCOTTISH RITE BODIES: REN	08/11/2022	200.00
25554	CANON SOLUTIONS AMERICA IN	CANON: PHOTOGRAPHIC PAPER /	08/25/2022	3,513.13
25566	LINDA RODRIGUEZ	RODRIGUEZ, L: CLEANING DEP R	08/25/2022	100.00
25574	VCAAC INC.	SECURITY DEPOSIT REFUND	08/25/2022	300.00
Total for Department: 00 Non Departmentalized				143,152.22
Department: 03 Recreation				
0	LINCOLN AQUATICS	LINCOLN AQUATICS: LIFEGUARI	08/11/2022	5,764.68
0	SUPER SOCCER STARS	SUPER SOCCERSTARS: 2022 SPRI	08/11/2022	4,586.40
0	US BANK	US BANK: CAL CARD STMT DATE	08/09/2022	2,251.35
0	ANN M. WRIGHT	WRIGHT, A: LIFEGUARD CLASS /	08/11/2022	487.50
0	ANN M. WRIGHT	ANN WRIGHT: LIFEGUARDING, L	08/25/2022	1,270.75
0	BRIANA RAMOS	RAMOS, B: JULY MILEAGE REIME	08/11/2022	11.25
0	BRYANNA GONZALEZ	GONZALEZ, B: JULY MILEAGE RE	08/11/2022	4.38
0	DEBRA GREENWOOD	GREENWOOD, D: 2022-7/27 - 8/5 C	08/11/2022	703.30
0	FIORANTINA WILLIAMSON	WILLIAMSON, F: JULY MILEAGE :	08/11/2022	10.00
0	GARY RUBENSTEIN	RUBENSTEIN, G: IMPROV CLASS	08/11/2022	78.00
0	KALEEN GAGE	GAGE, K: JULY 2022 MILEAGE RE	08/11/2022	3.13
0	LANNY BINNEY	BINNEY, L: 2022 JULY MILEAGE R	08/11/2022	52.50
0	MACY TRUEBLOOD	TRUEBLOOD,M: JULY MILEAGE F	08/11/2022	30.00
0	MELANIE BURKE	BURKE, M: ADV CAKE DECOR / 4	08/11/2022	260.00
0	NICHOLAS CASTRO	CASTRO, N: 2022-7/7 - 28 / MILEAC	08/11/2022	22.50
0	PATRICIA J. BOLLAND	BOLLAND,P: 2022 JULY /5-10 DAY	08/11/2022	916.50
25507	DEBBIE LEE BAVARO	BAVARO,D: SEWING CLASSES / 1	08/11/2022	201.50
25508	LUCILE B. MOSIER	MOSIER, L: JUNE 2022 CLASSES G	08/11/2022	923.00
25509	DUNCAN YOUNG	YOUNG, D: GYMNASIIC CLASSE:	08/11/2022	1,001.00
25510	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: 14 PARTICIP	08/11/2022	1,537.90
25519	GRETCHEN CARROLL	GRETCHEN CARROLL MKTG: FAI	08/11/2022	2,310.00
25520	CASEY PRINTING	CASEY PRINTING: FALL 2022 ACT	08/11/2022	11,390.79
25521	LARRY CHAVEZ	CHAVEZ, L: 7/20/2022 BASKETBAI	08/11/2022	160.00
25525	CLINTON DINGMAN	DINGMAN, C: 7/17/2022 SOFTBALI	08/11/2022	30.00
25526	DURHAM SCHOOL SERVICES	DURHAM SCHOOL SERVICES: 202	08/11/2022	854.15
25532	LUCILE B. MOSIER	MOSIER, L: JULY 2022 SEMI-PRIV/	08/11/2022	812.50
25543	TYLER CONROY	CONROY, T: PR REPLACEMENT C	08/16/2022	705.70
25548	ANNUVIA	ANNUVIA: 1 YEAR ARCH AED PR	08/25/2022	130.00
25549	MICHAEL ASHLEY	ASHLEY, M.: PICKLEBALL CLASS	08/25/2022	1,027.00
25551	BINGO WEST #4	BINGO WEST #4: STOCK / 4 ON SA	08/25/2022	689.35
25559	ALICIA MCINNIS	McINNIS, A: REFUND CAMP FUNI	08/25/2022	320.00
25563	PEGASUS TRANSIT	PEGASUS TRANSIT: UNDERWOOL	08/25/2022	1,067.99
25567	MARIO SANCHEZ	SANCHEZ, M: UMPIRE FEE	08/25/2022	250.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
25570	THE FINISH LINE	THE FINISH LINE: 2022 SUMMER I	08/25/2022	601.70
25576	DUNCAN YOUNG	YOUNG, D.: AUGUST CLASSES, T	08/25/2022	858.00
25577	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: LEVEL 2,3 C	08/25/2022	2,053.35
Total for Department: 03 Recreation				43,376.17
Department: 04 Parks				
0	ARAMSCO INC.	ARAMSCO: BLACK LINER/CLEAN	08/11/2022	4,241.97
0	ARAMSCO INC.	ARAMSO. TOILET PAPER.SOAP,PI	08/25/2022	4,357.97
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	08/03/2022	27,852.05
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	08/04/2022	32,559.65
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	08/25/2022	38,977.42
0	E.J.HARRISON AND SONS, INC.	E J HARRISON: JULY 2022 BILLING	08/11/2022	4,459.31
0	FERGUSON ENTERPRISES INC. #1	FERGUSON ENTERPRISES:LF VLV	08/25/2022	205.02
0	GRAINGER	GRAINGER: WASTE OIL RECEIVE	08/11/2022	6,105.43
0	GRAINGER	GRAINDER: V-BELT,COGGED, AQ	08/25/2022	1,287.99
0	LINCOLN AQUATICS	LINCOLN AQUATICS: 15 GAL NSF	08/24/2022	242.60
0	LINCOLN AQUATICS	LINCOLN AQUATICS: 100-500 GAI	08/25/2022	1,010.56
0	PLAYPOWER LT FARMINGTON IN	PLAYPOWER: TROLLEY ASSEMBL	08/11/2022	624.82
0	SOCAL GAS COMPANY	SCG: BILL PERIOD 2022-6/29- 7/29	08/04/2022	2,739.46
0	SOUTHERN CALIF EDISON COMP.	SCE: SVC DATE 2022-7/5 - 8/2 / WO	08/04/2022	4,291.59
0	SOUTHERN CALIF EDISON COMP.	SCE: SVC DATE 2022-7/13 - 8/10 / E	08/18/2022	4,841.09
0	SPRINT	SPRINT: AUGUST TELEPHONE BI	08/25/2022	255.93
0	UNITED SITE SERVICES OF CA IN	UNITED SITE: ADA & STD RESTR	08/04/2022	667.98
0	UNITED SITE SERVICES OF CA IN	UNITED SITE: ADA RESTROOM / I	08/11/2022	1,270.56
0	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES: CLEANI	08/25/2022	856.45
0	US BANK	US BANK: CAL CARD STMT DATE	08/09/2022	5,601.88
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2022-6/30 - 7/31 / I	08/09/2022	814.56
0	WEX BANK	WEX BANK: FUEL PURCHASES 20	08/11/2022	5,857.44
0	SAM RIOS	RIOS, S: WORK BOOTS REIMB	08/25/2022	193.94
25506	PACIFIC ROCK, INC.	PACIFIC ROCK: AG BASE/ TURF M	08/04/2022	4,855.49
25513	AIRWORKS SOLUTIONS INC.	AIRWORKS: CONDENSER SERVIC	08/11/2022	250.00
25515	B & B DO IT CENTER	B&B: SOCKET / TAPE/ SHOP	08/11/2022	1,359.41
25522	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: 2022-6/1 - 28 /R	08/11/2022	680.13
25523	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER CO	08/11/2022	54.00
25527	FRIEDLEY'S SCREEN & GLASS	FRIEDLEY SCREEN & GLASS: WI	08/11/2022	278.56
25531	KASTLE KARE	KASTLE KARE: GOPHER JULY MC	08/11/2022	600.00
25533	NAPA AUTO PARTS	NAPA: BOXED MINIATURES	08/11/2022	404.62
25534	NATURAL GREEN LANDSCAPES,	NATURAL GREEN : 7/12 ROLL OFF	08/11/2022	3,515.26
25535	PACIFIC SOD	PACIFIC SOD: SOD / FREEDOM PA	08/11/2022	740.56
25538	SITEONE LANDSCAPE SUPPLY LL	SITEONE: COUPLING / CHECK VA	08/11/2022	716.68
25539	SUPERIOR POOL PRODUCTS LLC	SUPERIOR POOL: 15 GALLON CHI	08/11/2022	83.67
25545	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF: SLEDGE HAMMER / I	08/25/2022	942.58
25547	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY JU	08/25/2022	947.39
25548	ANNUVIA	ANNUVIA: 1 YEAR ARCH AED PR	08/25/2022	130.00
25550	B & B DO IT CENTER	B&B: FASTENERS/CABLE TIE/SPR	08/25/2022	983.60
25552	CALIFORNIA ELECTRIC COMPAN	CALIFORNIA ELECTRIC COMPAN	08/25/2022	168.00
25553	CAMROSA WATER DISTRICT	CAMROSA: 2022-6/30 - 7/31 /CALL	08/25/2022	11,441.94
25555	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: BYPASS PRUNE	08/25/2022	558.28
25556	FAMCON PIPE AND SUPPLY INC.	FAMCO: ADAPTER /PLUMBING/ A	08/25/2022	13.41
25558	LEVI'S LOCK & SECURITY	LEVI'S LOCK & SECURITY: SVC R	08/25/2022	130.00
25561	MOST DEPENDABLE FOUNTAINS	MDF: DRINKING FOUNTAIN / MEI	08/25/2022	8,130.90
25562	NAPA AUTO PARTS	NAPA: COOLANT RESEVOIR	08/25/2022	772.94
25564	PPG ARCHITECTURAL FINISHES	PPG PAINTS: ST&MS REMOVER/S	08/25/2022	292.98
25568	SEALMASTER	SEALMASTER: TENNIS COURT PA	08/25/2022	867.80
25569	SITEONE LANDSCAPE SUPPLY LL	SITEONE: RAIN BIRD, REDUCING	08/25/2022	5,075.27
25571	THOMPSON BUILDING MATERIAI	THOMPSON BUILDING: SAND FO	08/25/2022	1,001.53
25572	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: NO PA	08/25/2022	164.47
25573	TURF STAR INC.	TURF STAR: ATOMIC BLAD4E KII	08/25/2022	604.59
Total for Department: 04 Parks				195,079.73

Department: 05 Administration

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	ALESHIRE & WYNDER LLP	ALESHIRE&WYNDER: BILL PERIC	08/25/2022	5,260.00
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA PREMIER: COP	08/25/2022	890.61
0	QUADIENT FINANCE USA INC.	QUADIENT POSTAGE FUNDING: F	08/25/2022	250.00
0	SPECTRUM BUSINESS	SPECTRUM: SENIOR CENTER TV :	08/11/2022	34.16
0	STREAMLINE	STREAMLINE: 2022-8/1 - 9/1 BILLI	08/11/2022	300.00
0	US BANK	US BANK: CAL CARD STMT DATE	08/09/2022	4,399.75
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2022-6/30 - 7/31 /:	08/09/2022	0.75
25512	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: 2022 AU0	08/11/2022	1,503.16
25514	ALLCONNECTED, INC.	ALLCONNECTED: CISCO MEKAR	08/11/2022	3,347.44
25516	BAY ALARM	BAY ALARM: SECURITY ALARM :	08/11/2022	330.00
25530	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	08/11/2022	213.21
25536	PUBLIC RESTROOM COMPANY	PUBLIC RESTROOM: PROGRESS F	08/11/2022	30,972.00
25540	DAVID TORFEH	TORFEH, D: 7/23/2022 INTERPRET:	08/11/2022	50.00
25541	UMPQUA BANK	UMPQUA BANK: FINAL LOAN PM	08/11/2022	2,924.63
25546	ALL PHASE ELECTRIC	ALL PHASE: PLASTIC/ CODING T/	08/25/2022	741.16
25560	MOSS,LEVY & HARTZHEIM	MOSS LEVY: AUDIT TO DATE BIL	08/25/2022	4,000.00
25565	PUBLIC RESTROOM COMPANY	PUBLIC RESTROOM: PROGRESS F	08/25/2022	20,018.00
25575	VENTURA COUNTY SPECIAL DIS1	VCSDA: DINNER MEETING	08/25/2022	88.00
Total for Department: 05 Administration				75,322.87
Total for Fund:10 General Fund				456,930.99



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW LANDSCAPE: 2022	08/11/2022	26,635.58
25534	NATURAL GREEN LANDSCAPES,	NATURAL GREEN: JULY 2022 MO	08/11/2022	16,332.61
Total for Department: 00 Non Departmentalized				42,968.19
Total for Fund:20 Assessment Fund				42,968.19

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
25511	ADVANCED GEOTECHNICAL SER	ADVANCED GEOTECHNICAL: EN	08/11/2022	5,500.00
25557	LAUTERBACH & ASSOCIATES, IN	LAUTHERBACH: 2022-6/1 - 7/31 PF	08/25/2022	21.57
Total for Department: 00				5,521.57
Total for Fund:30 Park Dedication Fund				5,521.57

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		505,420.75

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: October 5, 2022**

**SUBJECT: FINANCE REPORT AUGUST 2022**

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH AUGUST 31, 2022**

The District's Statements of Revenues and Expenditures for the period of August 1, 2022 through August 31, 2022 with a year-to-date comparison for the period of August 1, 2021 through August 31, 2021 are attached. The percentage rate used is 16.7% for Period 2 of the current fiscal year.

**REVENUES**

Total revenue including the 2<sup>nd</sup> month ending August 31, 2022 for Fund 10 (General Fund) has an overall increase of \$328,261.93 in comparison to fiscal year 2021-2022. The variance from prior year includes a 1) increase in various Public Fees (5510-5520) of \$105,363.58 2) Rebates (5574) received in the amount of \$152,042.00 and 3) increase in Rentals (5530) in the amount of \$13,200.87 over the same period last year. The increase in Public Fees and Rentals is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District also received Turf Mitigation rebates.

Total revenue for Fund 20 (Assessment District) is at \$268.54. This amount is interest and a small amount of collected Assessment taxes. Assessment tax revenue is mainly distributed to the District around December and April.

Total revenue for Fund 30, the Park Dedication/Quimby Fund, was \$352,959.07. This amount is from the Somis Ranch development and interest.

Total revenue for Fund 40, the Park Impact Fees Fund, is at \$58.56. This amount is from interest. There were no developments in August.

Total revenue for Fund 50, the Community Development Block Grant (CDBG) Food Share fund, was \$10,411.30.

**EXPENDITURES**

Fund 10 Personnel Expenditures have increased by \$209,911.82 in comparison to personnel expenses for the same time last year. Of this increase, \$132,893 is the full payoff of the pension obligation loan with Umpqua. Adjusting for the loan payoff, the increase in salaries and benefits

is \$85,567.76. This remaining variance is made up of multiple line items throughout personnel, mainly Part-Time Salaries. This is due to the increase in services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

Fund 10 Service and Supply Expenditures have increased by \$32,876.64 in comparison to the same period last year. This increase is primarily due to the \$11,390.79 in Typeset and Print Services for Activity guides that were not produced last year due to COVID restrictions.

Fund 10 Capital Expenditures have increased by \$64,172.46 in comparison to the same period last year. This increase is due to only one capital projects invoice paid at this point last year.

Fund 20 Expenditures are 12.18% of budget in Personnel and 3.61% of budget in Services and Supplies for this month.

Fund 30 has one invoice for \$5,521.57 in Expenses for this month for Pickleball.

Fund 40 has no Expenses for this month.

Fund 50 has Personnel Expenses of \$3,470.54 for this month. These expenses will be reimbursed from the CDBG Food Share grant.

### **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 81.82%, Fund 20 by 96.17%, Fund 30 by 100%, and Fund 50 by 86.75%. Fund 40 had no budget and no expenses.

### **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for August 31, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

### **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of August 31, 2022, Fund 10  
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of August 31, 2022, Fund 20  
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of August 31, 2022, Fund 30  
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of August 31, 2022, Fund 40  
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of August 31, 2022, Fund 50  
(1 page)

General Ledger  
Fund 10 General Fund  
August 2022 16.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Tax Apportionment	5110-5240	\$ (11.03)	\$ -	\$ (11.03)	\$ (7,634,345.00)	\$ (7,634,333.97)	0.00%
Interest Earnings	5310	\$ (8,232.75)	\$ (39.51)	\$ (8,420.70)	\$ (9,893.00)	\$ (1,472.30)	85.12%
Park Patrol Citations	5506	\$ -	\$ (213.59)	\$ (474.52)	\$ (1,500.00)	\$ (1,025.48)	31.63%
Bingo - Primary Revenue	5508	\$ (1,506.25)	\$ (3,581.00)	\$ (3,024.05)	\$ (14,400.00)	\$ (11,375.95)	21.00%
Excess Bingo Revenue	5509	\$ (507.00)	\$ (826.50)	\$ (7,122.00)	\$ -	\$ 7,122.00	-
Contract Classes-Public Fees	5510	\$ (38,216.89)	\$ (39,401.48)	\$ (48,769.14)	\$ (131,313.00)	\$ (82,543.86)	37.14%
Public Fees	5511	\$ (39,567.75)	\$ (34,910.03)	\$ (126,440.95)	\$ (300,001.00)	\$ (173,560.05)	42.15%
Public Fees-Entry Fees	5520	\$ (6,392.00)	\$ (6,782.00)	\$ (11,247.00)	\$ (25,840.00)	\$ (14,593.00)	43.53%
Vending Concessions	5525	\$ (305.00)	\$ -	\$ (797.25)	\$ (1,450.00)	\$ (652.75)	54.98%
Rental	5530	\$ (48,664.00)	\$ (59,410.73)	\$ (72,611.60)	\$ (338,717.00)	\$ (266,105.40)	21.44%
Cell Tower Revenue	5535	\$ (9,044.12)	\$ (20,402.45)	\$ (17,791.31)	\$ (100,800.00)	\$ (83,008.69)	17.65%
Parking Fees	5540	\$ (3,363.12)	\$ (3,756.50)	\$ (5,866.12)	\$ (9,600.00)	\$ (3,733.88)	61.11%
Activity Guide Revenue	5555	\$ -	\$ -	\$ (3,000.00)	\$ (10,000.00)	\$ (7,000.00)	30.00%
Special Event	5561	\$ 105.00	\$ -	\$ 105.00	\$ -	\$ (105.00)	-
Staffing Cost Recovery	5563	\$ (2,715.50)	\$ (2,610.75)	\$ (10,400.50)	\$ (58,352.00)	\$ (47,951.50)	17.82%
Special Event Permits	5564	\$ -	\$ (100.00)	\$ (300.00)	\$ -	\$ 300.00	-
Security Services - Recovery	5566	\$ (700.00)	\$ (210.00)	\$ (700.00)	\$ -	\$ 700.00	-
Contributions	5570	\$ (30,000.00)	\$ (50,000.00)	\$ (60,000.00)	\$ (72,000.00)	\$ (12,000.00)	83.33%
Rebates Received	5574	\$ 4,855.49	\$ -	\$ (147,186.51)	\$ -	\$ 147,186.51	-
Other Misc Revenue	5575	\$ (8,382.50)	\$ (12,721.03)	\$ (15,416.50)	\$ (33,400.00)	\$ (17,983.50)	46.16%
Incentive Income	5585	\$ (733.39)	\$ (36.44)	\$ (733.39)	\$ (1,700.00)	\$ (966.61)	43.14%
Reimbursement - ROPS	5600	\$ -	\$ (78,706.69)	\$ (101,763.06)	\$ (200,000.00)	\$ (98,236.94)	50.88%
<b>Revenue</b>		<b>\$ 193,380.81</b>	<b>\$ 313,708.70</b>	<b>\$ 641,970.63</b>	<b>\$ 8,943,311.00</b>	<b>\$ 8,301,340.37</b>	<b>7.18%</b>
<b>YTD Comparison</b>				<b>\$ 328,261.93</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 189,339.47	\$ 280,718.12	\$ 302,422.65	\$ 2,669,312.00	\$ 2,366,889.35	11.33%
Overtime Salaries	6101	\$ 1,739.89	\$ 1,021.82	\$ 2,808.02	\$ 26,785.00	\$ 23,976.98	10.48%
Car Allowance	6105	\$ 830.74	\$ 1,661.48	\$ 1,661.48	\$ 10,800.00	\$ 9,138.52	15.38%
Cell Phone Allowance	6108	\$ 1,094.14	\$ 1,988.28	\$ 2,204.28	\$ 15,960.00	\$ 13,755.72	13.81%
Part-Time Salaries	6110	\$ 67,634.50	\$ 53,567.65	\$ 101,188.17	\$ 549,670.00	\$ 448,481.83	18.41%
Retirement	6120	\$ 32,159.30	\$ 47,534.35	\$ 50,421.97	\$ 466,365.00	\$ 415,943.03	10.81%
457 Pension	6121	\$ 5,911.81	\$ 6,023.23	\$ 5,998.98	\$ 7,000.00	\$ 1,001.02	85.70%
Deferred Compensation	6125	\$ 387.84	\$ 589.83	\$ 595.46	\$ 4,895.00	\$ 4,299.54	12.16%
Employee Insurance	6130	\$ 24,694.79	\$ 35,650.44	\$ 38,300.27	\$ 372,401.00	\$ 334,100.73	10.28%
Workers Compensation	6140	\$ 13,442.18	\$ 18,851.04	\$ 20,737.72	\$ 222,963.00	\$ 202,225.28	9.30%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Loan - Pension Obligation	6160	\$ 132,893.00	\$ 8,548.94	\$ 132,893.00	\$ 132,893.00	\$ 129,968.37	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 501,541.00	\$ 508,376.00	\$ 565,994.00	\$ 57,618.00	89.82%
<b>Personnel</b>		<b>\$ 470,127.66</b>	<b>\$ 957,696.18</b>	<b>\$ 1,167,608.00</b>	<b>\$ 5,060,038.00</b>	<b>\$ 4,022,398.37</b>	<b>23.08%</b>
<b>YTD Comparison</b>				<b>\$ 209,911.82</b>			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 1,759.09	\$ 3,338.55	\$ 3,550.27	\$ 23,132.00	\$ 19,581.73	15.35%
Internet Services	6220	\$ 3,647.44	\$ 4,175.00	\$ 6,059.44	\$ 61,125.00	\$ 55,065.56	9.91%
IT Infrastructure	6230	\$ -	\$ 539.62	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Computer Hardware/Software	6240	\$ 7,808.99	\$ 1,976.64	\$ 7,808.99	\$ 60,534.00	\$ 52,725.01	12.90%
Pool Chemicals	6310	\$ 1,336.83	\$ 621.74	\$ 1,336.83	\$ 8,250.00	\$ 6,913.17	16.20%
Janitorial Supplies	6320	\$ 8,599.94	\$ 3,897.92	\$ 8,599.94	\$ 48,408.00	\$ 39,808.06	17.77%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	0.00%
Food Supplies	6340	\$ 134.96	\$ -	\$ 134.96	\$ 14,850.00	\$ 14,715.04	0.91%
Water Maint & Service	6350	\$ -	\$ 131.00	\$ -	\$ 1,265.00	\$ 1,265.00	0.00%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,220.00	\$ 1,220.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	0.00%
Insurance Liability	6410	\$ -	\$ 118,349.00	\$ 144,889.00	\$ 284,038.00	\$ 139,149.00	51.01%
Equipment Maintenance	6500	\$ 24.54	\$ -	\$ 24.54	\$ 1,000.00	\$ 975.46	2.45%
Fuel	6510	\$ 6,189.66	\$ 8,824.68	\$ 6,189.66	\$ 73,590.00	\$ 67,400.34	8.41%
Vehicle Maintenance	6520	\$ 2,598.60	\$ 5,993.87	\$ 4,277.82	\$ 35,400.00	\$ 31,122.18	12.08%
Building Repair	6610	\$ 4,563.38	\$ 2,550.98	\$ 8,388.52	\$ 85,500.00	\$ 77,111.48	9.81%
HVAC	6620	\$ 250.00	\$ -	\$ 1,451.01	\$ 8,820.00	\$ 7,368.99	16.45%
Playground Maintenance	6630	\$ 624.82	\$ -	\$ 624.82	\$ 40,000.00	\$ 39,375.18	1.56%
Grounds Maintenance	6710	\$ 11,465.86	\$ 16,145.50	\$ 17,972.35	\$ 81,420.00	\$ 63,447.65	22.07%
Tree Care	6719	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Park Amenities - Assess	6722	\$ 8,130.90	\$ -	\$ 8,130.90	\$ -	\$ (8,130.90)	-
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 13,050.00	\$ 13,050.00	0.00%
Contracted Pest Control	6730	\$ 600.00	\$ -	\$ 600.00	\$ 3,000.00	\$ 2,400.00	20.00%
Rubbish & Refuse	6740	\$ 9,602.09	\$ 18,385.34	\$ 9,602.09	\$ 79,830.00	\$ 70,227.91	12.03%
Vandalism/Theft	6750	\$ 456.80	\$ -	\$ 456.80	\$ 500.00	\$ 43.20	91.36%
Memberships	6810	\$ 150.00	\$ 4,125.00	\$ 3,650.00	\$ 15,047.00	\$ 11,397.00	24.26%
Office Supplies	6910	\$ 639.20	\$ 3,621.83	\$ 824.51	\$ 25,020.00	\$ 24,195.49	3.30%
Postage Expense	6920	\$ 250.00	\$ 502.25	\$ 5,773.31	\$ 18,640.00	\$ 12,866.69	30.97%
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ 3,490.00	\$ 3,490.00	0.00%

General Ledger  
Fund 10 General Fund  
August 2022 16.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Printing Charges	6940	\$ 890.61	\$ 972.70	\$ 890.61	\$ 8,935.00	\$ 8,044.39	9.97%
Registration Fees	6950	\$ (1,314.68)	\$ 29,047.03	\$ 3,865.06	\$ 3,920.00	\$ 54.94	98.60%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 552,000.00	\$ 552,000.00	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 258.44	\$ 261.41	\$ 1,137.00	\$ 875.59	22.99%
Fingerprint Fees (HR)	7010	\$ 280.00	\$ 207.00	\$ 280.00	\$ 3,360.00	\$ 3,080.00	8.33%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 4,725.00	\$ 4,725.00	0.00%
Permit & Licensing Fees	7030	\$ -	\$ 2,307.90	\$ 1,005.80	\$ 6,550.00	\$ 5,544.20	15.36%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 2,310.00	\$ -	\$ 2,310.00	\$ 147,501.00	\$ 145,191.00	1.57%
Legal Services	7110	\$ 5,260.00	\$ 4,257.00	\$ 5,260.00	\$ 90,000.00	\$ 84,740.00	5.84%
Typeset and Print Services	7115	\$ 11,390.79	\$ -	\$ 11,390.79	\$ 36,600.00	\$ 25,209.21	31.12%
Instructor Services	7120	\$ 7,951.40	\$ 36,036.37	\$ 10,850.50	\$ 77,265.00	\$ 66,414.50	14.04%
PERS Admin Fees	7125	\$ 125.27	\$ 180.90	\$ 213.11	\$ 2,200.00	\$ 1,986.89	9.69%
Audit Services	7130	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 20,875.00	\$ 16,875.00	19.16%
Medical & Health Svcs (HR)	7140	\$ -	\$ 100.00	\$ -	\$ 12,170.00	\$ 12,170.00	0.00%
Security Services	7150	\$ 330.00	\$ 675.00	\$ 330.00	\$ 5,422.00	\$ 5,092.00	6.09%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 5,800.00	\$ 5,800.00	0.00%
Business Services	7180	\$ 3,801.15	\$ 27,928.43	\$ 24,991.72	\$ 107,769.00	\$ 82,777.28	23.19%
Umpire/Referee Services	7190	\$ 440.00	\$ 280.00	\$ 440.00	\$ 1,650.00	\$ 1,210.00	26.67%
Subscriptions	7210	\$ 9.99	\$ 19.98	\$ 9.99	\$ 2,550.00	\$ 2,540.01	0.39%
Rents & Leases - Equip	7310	\$ 2,127.01	\$ 247.86	\$ 2,839.49	\$ 31,620.00	\$ 28,780.51	8.98%
Bldg/Field Leases & Rental	7320	\$ -	\$ 250.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Event Supplies	7410	\$ 42.90	\$ -	\$ 42.90	\$ 6,040.00	\$ 5,997.10	0.71%
Supplies	7420	\$ 52.90	\$ 115.74	\$ 52.90	\$ 11,500.00	\$ 11,447.10	0.46%
Bingo Supplies	7430	\$ 689.35	\$ 1,224.58	\$ 689.35	\$ 4,800.00	\$ 4,110.65	14.36%
Sporting Goods	7440	\$ 19.83	\$ 1,583.01	\$ 19.83	\$ 7,700.00	\$ 7,680.17	0.26%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 1,920.00	\$ 1,920.00	0.00%
Small Tools	7500	\$ 312.19	\$ 42.26	\$ 366.54	\$ 6,000.00	\$ 5,633.46	6.11%
Safety Supplies	7510	\$ 260.00	\$ 260.00	\$ 260.00	\$ 4,215.00	\$ 3,955.00	6.17%
Uniform Allowance	7610	\$ (219.64)	\$ 160.00	\$ (219.64)	\$ 12,490.00	\$ 12,709.64	-1.76%
Safety Clothing	7620	\$ 193.94	\$ -	\$ 193.94	\$ 5,404.00	\$ 5,210.06	3.59%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ 2,669.00	\$ 3,964.00	\$ 2,669.00	\$ 30,591.00	\$ 27,922.00	8.72%
Conference&Seminar Board	7715	\$ (62.00)	\$ 63.00	\$ 88.00	\$ 4,450.00	\$ 4,362.00	1.98%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,149.83	\$ -	\$ 26,949.00	\$ 26,949.00	0.00%
Out of Town Travel Board	7725	\$ -	\$ 1,221.94	\$ -	\$ 2,420.00	\$ 2,420.00	0.00%
Private Vehicle Mileage	7730	\$ 133.76	\$ -	\$ 133.76	\$ 6,025.00	\$ 5,891.24	2.22%
Buses/Excursions	7750	\$ 1,922.14	\$ -	\$ 4,180.49	\$ 33,500.00	\$ 29,319.51	12.48%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 2,739.46	\$ 3,941.25	\$ 2,739.46	\$ 38,740.00	\$ 36,000.54	7.07%
Utilities - Water	7820	\$ 83,847.57	\$ 189,344.03	\$ 83,847.57	\$ 910,143.00	\$ 826,295.43	9.21%
Utilities - Electric	7830	\$ 9,132.68	\$ 17,609.94	\$ 9,132.68	\$ 217,575.00	\$ 208,442.32	4.20%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 601.70	\$ 266.75	\$ 1,336.70	\$ 16,130.00	\$ 14,793.30	8.29%
Meals for Staff Training	7920	\$ -	\$ 169.78	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 217,560.00	\$ 217,560.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ -	\$ 65,203.00	\$ 65,203.00	\$ 65,203.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	100.00%
<b>Services and Supplies</b>		<b>\$ 208,770.42</b>	<b>\$ 517,144.08</b>	<b>\$ 550,020.72</b>	<b>\$ 3,876,468.00</b>	<b>\$ 3,461,650.28</b>	<b>14.19%</b>
<b>YTD Comparison</b>				<b>\$ 32,876.64</b>			
<b>Capital</b>							
Unassigned Capital	8400	\$ -	\$ -	\$ -	\$ 765,000.00	\$ 765,000.00	0.00%
Equip/Facility Replacement	8420	\$ 5,764.68	\$ -	\$ 5,764.68	\$ 97,500.00	\$ 91,735.32	5.91%
ECAA Loan-Lighting Project	8483	\$ 6,729.12	\$ 52.50	\$ 6,729.12	\$ -	\$ (6,729.12)	-
Prop68-Arneill Ranch Park	8496	\$ 51,731.16	\$ -	\$ 51,731.16	\$ 3,080.00	\$ (48,651.16)	1679.58%
<b>Capital</b>		<b>\$ 64,224.96</b>	<b>\$ 52.50</b>	<b>\$ 64,224.96</b>	<b>\$ 865,580.00</b>	<b>\$ 801,355.04</b>	<b>7.42%</b>
<b>YTD Comparison</b>				<b>\$ 64,172.46</b>			
<b>Expense</b>		<b>\$ 743,123.04</b>	<b>\$ 1,474,892.76</b>	<b>\$ 1,781,853.68</b>	<b>\$ 9,802,086.00</b>	<b>\$ 8,285,403.69</b>	<b>18.18%</b>
<b>YTD Comparison</b>				<b>\$ 306,960.92</b>			
<b>Revenue Total</b>		<b>\$ 193,380.81</b>	<b>\$ 313,708.70</b>	<b>\$ 641,970.63</b>	<b>\$ 8,943,311.00</b>	<b>\$ 8,301,340.37</b>	<b>7.18%</b>
<b>Expense Total</b>		<b>\$ 743,123.04</b>	<b>\$ 1,474,892.76</b>	<b>\$ 1,781,853.68</b>	<b>\$ 9,802,086.00</b>	<b>\$ 8,285,403.69</b>	<b>18.18%</b>
<b>YTD Revenue-Expenses</b>				<b>\$ (1,139,883.05)</b>			

General Ledger  
Fund 20 Assessment Fund  
August 2022 16.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Tax Apportionment	5130	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ (34.90)	\$ (65.48)	\$ (71.24)	\$ -	\$ 71.24	-
Assessment Revenue	5500	\$ (197.30)	\$ -	\$ (197.30)	\$ (1,251,393.00)	\$ (1,251,195.70)	0.02%
<b>Revenue</b>		<b>\$ 232.20</b>	<b>\$ 65.48</b>	<b>\$ 268.54</b>	<b>\$ 1,251,631.00</b>	<b>\$ 1,251,362.46</b>	<b>0.02%</b>
<b>YTD Comparison</b>				<b>\$ 203.06</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 1,658.40	\$ 2,194.76	\$ 2,585.09	\$ 21,048.00	\$ 18,462.91	12.28%
Cell Phone Allowance	6108	\$ 13.86	\$ 27.72	\$ 27.72	\$ 162.00	\$ 134.28	17.11%
Retirement	6120	\$ 268.57	\$ 365.07	\$ 421.03	\$ 3,601.00	\$ 3,179.97	11.69%
Employee Insurance	6130	\$ 374.01	\$ 400.72	\$ 581.99	\$ 4,386.00	\$ 3,804.01	13.27%
Workers Compensation	6140	\$ 179.87	\$ 238.98	\$ 280.98	\$ 2,787.00	\$ 2,506.02	10.08%
<b>Personnel</b>		<b>\$ 2,494.71</b>	<b>\$ 3,227.25</b>	<b>\$ 3,896.81</b>	<b>\$ 31,984.00</b>	<b>\$ 28,087.19</b>	<b>12.18%</b>
<b>YTD Comparison</b>				<b>\$ 669.56</b>			
<b>Services and Supplies</b>							
Incidental Costs - Assess	6709	\$ -	\$ 10,639.13	\$ -	\$ 19,444.00	\$ 19,444.00	0.00%
Tree Care	6719	\$ -	\$ -	\$ -	\$ 88,502.00	\$ 88,502.00	0.00%
Contracted LS Services	6720	\$ 42,968.19	\$ 75,378.81	\$ 42,968.19	\$ 516,049.00	\$ 473,080.81	8.33%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 529,760.00	\$ 529,760.00	0.00%
<b>Services and Supplies</b>		<b>\$ 42,968.19</b>	<b>\$ 86,017.94</b>	<b>\$ 42,968.19</b>	<b>\$ 1,191,325.00</b>	<b>\$ 1,148,356.81</b>	<b>3.61%</b>
<b>YTD Comparison</b>				<b>\$ (43,049.75)</b>			
<b>Expense</b>		<b>\$ 45,462.90</b>	<b>\$ 89,245.19</b>	<b>\$ 46,865.00</b>	<b>\$ 1,223,309.00</b>	<b>\$ 1,176,444.00</b>	<b>3.83%</b>
<b>YTD Comparison</b>				<b>\$ (42,380.19)</b>			
<b>Revenue Total</b>		<b>\$ 232.20</b>	<b>\$ 65.48</b>	<b>\$ 268.54</b>	<b>\$ 1,251,631.00</b>	<b>\$ 1,251,362.46</b>	<b>0.02%</b>
<b>Expense Total</b>		<b>\$ 45,462.90</b>	<b>\$ 89,245.19</b>	<b>\$ 46,865.00</b>	<b>\$ 1,223,309.00</b>	<b>\$ 1,176,444.00</b>	<b>3.83%</b>
<b>YTD Revenue-Expenses</b>				<b>\$ (46,596.46)</b>			



General Ledger  
Fund 30 Quimby Fund  
August 2022 16.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Interest Earnings	5310	\$ (5,334.07)	\$ (40.40)	\$ (5,464.72)	\$ (5,125.00)	\$ 339.72	106.63%
Park Dedication Fees	5400	\$ (347,625.00)	\$ -	\$ (3,188,072.45)	\$ -	\$ 3,188,072.45	-
<b>Revenue</b>		<b>\$ 352,959.07</b>	<b>\$ 40.40</b>	<b>\$ 3,193,537.17</b>	<b>\$ 5,125.00</b>	<b>\$ 3,290,842.53</b>	<b>62312.92%</b>
<b>YTD Comparison</b>				<b>\$ 3,193,496.77</b>			
<b>Services and Supplies</b>							
Registration Fees	6950	\$ 10.00	\$ -	\$ 10.00	\$ -	\$ (10.00)	-
<b>Services and Supplies</b>		<b>\$ 10.00</b>	<b>\$ -</b>	<b>\$ 10.00</b>	<b>\$ -</b>	<b>\$ (10.00)</b>	<b>-</b>
<b>YTD Comparison</b>				<b>\$ 10.00</b>			
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Arneill Ranch Park Renovation	8464	\$ -	\$ 150,195.00	\$ -	\$ 93,008.59	\$ 93,008.59	0.00%
Pickleball Sports Complex	8493	\$ 5,521.57	\$ -	\$ 5,521.57	\$ 1,382,519.19	\$ 1,376,997.62	0.40%
<b>Capital</b>		<b>\$ 5,521.57</b>	<b>\$ 150,195.00</b>	<b>\$ 5,521.57</b>	<b>\$ 2,875,527.78</b>	<b>\$ 2,870,006.21</b>	<b>0.19%</b>
<b>YTD Comparison</b>				<b>\$ (144,673.43)</b>			
<b>Expense</b>		<b>\$ 5,531.57</b>	<b>\$ 150,195.00</b>	<b>\$ 5,531.57</b>	<b>\$ 2,875,527.78</b>	<b>\$ 2,869,996.21</b>	<b>0.19%</b>
<b>YTD Comparison</b>				<b>\$ (144,663.43)</b>			
<b>Revenue Total</b>		<b>\$ 352,959.07</b>	<b>\$ 40.40</b>	<b>\$ 3,193,537.17</b>	<b>\$ 5,125.00</b>	<b>\$ 3,290,842.53</b>	<b>62312.92%</b>
<b>Expense Total</b>		<b>\$ 5,531.57</b>	<b>\$ 150,195.00</b>	<b>\$ 5,531.57</b>	<b>\$ 2,875,527.78</b>	<b>\$ 2,869,996.21</b>	<b>\$ 0.00</b>
<b>YTD Revenue-Expenses</b>				<b>\$ 3,188,005.60</b>			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,048.35	\$ 356,441.35	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,690,667.60	\$ 958,541.40	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2022
8/5/22	\$ 347,625.00	\$ -	Somis Ranch		\$ -	\$ 347,625.00	8/5/2022
<b>Total</b>	<b>\$ 10,499,187.40</b>	<b>\$ 6,800,589.70</b>			<b>\$ 4,669,467.78</b>	<b>\$ 6,068,602.63</b>	

\*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes

\*\*Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger  
Fund 40 Park Impact Fee Fund  
August 2022 16.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Interest Earnings	5310	\$ (29.28)	\$ -	\$ (58.56)	\$ (66.00)	\$ (7.44)	88.73%
Revenue		\$ 29.28	\$ -	\$ 58.56	\$ 66.00	\$ 7.44	88.73%
<b>Revenue Total</b>		\$ 29.28	\$ -	\$ 58.56	\$ 66.00	\$ 7.44	88.73%
<b>Expense Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger  
Fund 50 CDBG Fund  
August 2022 16.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Staffing Cost Recovery	5563	\$ -	\$ -	\$ -	\$ (42,428.00)	\$ (42,428.00)	0.00%
CDBG - Food Share	5577	\$ (10,441.30)	\$ -	\$ (10,441.30)	\$ -	\$ 10,441.30	-
<b>Revenue</b>		<b>\$ 10,441.30</b>	<b>\$ -</b>	<b>\$ 10,441.30</b>	<b>\$ 42,428.00</b>	<b>\$ 31,986.70</b>	<b>24.61%</b>

**Personnel**

Full Time Salaries	6100	\$ 540.86	\$ -	\$ 808.26	\$ 34,508.00	\$ 33,699.74	2.34%
Part-Time Salaries	6110	\$ 2,433.74	\$ -	\$ 3,729.04	\$ 5,333.00	\$ 1,603.96	69.92%
Retirement	6120	\$ 417.72	\$ -	\$ 628.54	\$ -	\$ (628.54)	-
Employee Insurance	6130	\$ 9.51	\$ -	\$ 9.51	\$ -	\$ (9.51)	-
Workers Compensation	6140	\$ 68.71	\$ -	\$ 104.82	\$ -	\$ (104.82)	-
<b>Personnel</b>		<b>\$ 3,470.54</b>	<b>\$ -</b>	<b>\$ 5,280.17</b>	<b>\$ 39,841.00</b>	<b>\$ 34,560.83</b>	<b>13.25%</b>

<b>Expense</b>		<b>\$ 3,470.54</b>	<b>\$ -</b>	<b>\$ 5,280.17</b>	<b>\$ 39,841.00</b>	<b>\$ 34,560.83</b>	<b>13.25%</b>
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<b>Revenue Total</b>		<b>\$ 10,441.30</b>	<b>\$ -</b>	<b>\$ 10,441.30</b>	<b>\$ 42,428.00</b>	<b>\$ 31,986.70</b>	<b>24.61%</b>
<b>Expense Total</b>		<b>\$ 3,470.54</b>	<b>\$ -</b>	<b>\$ 5,280.17</b>	<b>\$ 39,841.00</b>	<b>\$ 34,560.83</b>	<b>13.25%</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, Administrative Analyst**

**DATE: October 5, 2022**

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES  
AND EQUIPMENT LIST**

**RECOMMENDATION**

It is recommended the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

**BACKGROUND**

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies. This policy was updated on June 2, 2021.

**ANALYSIS**

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure, and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on June 2, 2021, staff has compiled the attached list for board review.

**FISCAL IMPACT**

This action will have no fiscal impact on the FY2022-2023 budget.

**RECOMMENDATION**

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

**ATTACHMENTS**

- 1) Surplus Supplies and Equipment List (1 page)



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, MPA, CPRP, Administrative Analyst**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF REGULAR  
BOARD MEETING DATES FOR 2023**

**SUMMARY**

It is recommended the Board of Directors consider and approve the District Board regular meeting dates for 2023. Typically, this schedule comes before the Board in November, but due to scheduling conflicts, the staff is bringing this before the Board earlier to finalize the schedule and confirm dates with the City of Camarillo.

**BACKGROUND**

Historically, the Board meets the first Wednesday of every month at the City Hall Council Chambers. Each year, the Board reviews the following upcoming year's Board calendar in December. There have been scheduling conflicts with the City of Camarillo for the past three years, resulting in the District moving some of the meeting dates to Thursdays.

**ANALYSIS**

This year there is one scheduling conflict that staff believes should be addressed earlier to allow for necessary accommodations. Due to scheduling conflicts, the District is not able to reserve Council Chambers on the first Wednesday in December. Staff has identified that the first Thursday in December would be available and is recommending the Board meet on the first Thursday for December. The City has confirmed that the listed dates are compatible with the City Hall Council Chambers 2023 schedule.

The City is working on finalizing the design for an extensive remodeling project for the Council Chambers. The engineer in charge of the project currently estimates that construction will start towards the end of 2023. The City will keep the District informed when the date gets closer as the chambers will not be available for meetings during the construction.

Staff has identified dates for the Board goal-setting workshop and budget workshops to take place at the District office. The Board goal-setting workshop is scheduled for Saturday, January 28, 2023. The budget workshops are scheduled to take place on Saturday, April 29, 2023, and Tuesday, May 9, 2023.

It is recommended the Board review all the meeting dates and make recommendations for any additional changes due to holidays and or conflicts.

**FISCAL IMPACT**

There is no budget impact as a result of this action.

**RECOMMENDATION**

It is recommended the Board review and approve the dates for the District's Regular Board Meetings for the calendar year 2023.

**STRATEGIC PLAN COMPLIANCE**

None.

**ATTACHMENTS**

- 1) Board of Directors Regular Meeting Dates 2023 Calendar (1 page)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
BOARD OF DIRECTOR MEETING DATES  
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS  
601 CARMEN DRIVE, CAMARILLO  
(UNLESS OTHERWISE NOTED)  
2023 DATES**

- Wednesday, January 4, 6:00 pm
  - Board Goal Setting Workshop: Senior Center. Saturday, January 28 at 9:00 am
  
- Wednesday, February 1, 6:00 pm
  
- Wednesday, March 1, 6:00 pm
  
- Wednesday, April 5, 6:00 pm
  - Budget Workshop: Senior Center. Saturday, April 29 at 8:00 am
  
- Wednesday, May 3, 6:00 pm
  - Budget Workshop: Senior Center. Tuesday, May 9 at 5:00 pm
  
- Wednesday, June 7, 6:00 pm
  
- Wednesday, July 5, 6:00 pm
  
- Wednesday, August 2, 6:00 pm (*typically dark in August*)
  
- Wednesday, September 6, 6:00 pm
  
- Wednesday, October 4, 6:00 pm
  
- Wednesday, November 1, 6:00 pm
  
- Thursday, December 7, 6:00 pm



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Brandon Lopez, Park Supervisor**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR  
BIDS FOR TRENCHLESS SEWER LINE  
INSTALLATION**

**SUMMARY**

During the April 2022 budget workshop, the Board allocated \$125,000 to the repair of the Community Center sewer lines. Over the last three years, the sewer lines have continued to fail and have required special equipment to allow the lines to properly drain. After further inspection, it has been determined that the sewer lines are failing, requiring the lines to be replaced.

**BACKGROUND**

Over the last three years, the Community Center outdoor restrooms have continued to back up. Staff has taken a number of steps to mitigate and resolve the problems. However, the clogs in the line continue to occur. Since 2019, the District has spent nearly \$6,000 to have the lines hydro-jetted by a plumber to clear the lines. After several occurrences, staff decided to have the lines cameraed to identify the problem. After further inspection, there was a low spot identified in the sewer line.

The sewer lines at the Community Center are 53 years old. Over time, the lines will sink in areas as the area around settles and moves. Low areas in the line begin to collect debris from restroom use. As the debris builds up over time, it compounds to the point where there is no flow in the lines. The blockage can become so bad that a drain auger will no longer break through the block. At this point, it requires a stronger piece of equipment. A hydro-jet is used to push through the block allowing for flow through the lines. It is not reasonable to continue to rely on hydro-jetting the lines for normal operation.

There is no way to determine when a blockage may occur. This could cause staff to shut down the restrooms at any given time. A blockage is more likely during heavy use possibly during a community event, camps and special events. To resolve this problem, it is recommended to re-route the sewer line with a new line allowing drainage to travel a shorter distance.

**ANALYSIS**

Once the cause of the reoccurring blockage was identified staff met with a plumber to discuss various options for a permanent resolution. One option was to locate the section of pipe that developed the low point, cut the concrete in that area at which time would then expose the pipe.

Once exposed, the low spot in the drainpipe would be cut out and replaced. The concern with this approach would be the large area of concrete to be replaced as well as disruption to the rest of the sewer line. A second option would be to re-line the existing sewer line in an attempt to fill the low point in the sewer line. The concern with this option is the low spot would reform over time as well as possible disruption to the rest of the drain line. After evaluating several options, the recommendation is to bypass the current sewer line creating a shorter path of travel with a new line. The existing sewer line travels 225 feet through a number of 90 degree turns and fittings to the main sewer line. The proposed resolution is to run a new line that travels only 90 feet to the main sewer line. This process will require the concrete to only be cut out at the starting point and the end point which is 18 square feet of concrete. Once the concrete is removed, piercing equipment will be used for trenchless pipe bursting to install a 4” drainage pipe.

Once the new line is installed there will be proper flow in the line creating a shorter distance for sewage to flow freely to a larger, main sewer line. The new line will allow for a permanent resolution to our on-going blockage as well as easier maintenance going forward.

The approximate timeline for this project will be as follows:

Request for Proposal released	October 9, 2022	
Mandatory Job Walk	October 26, 2022	10:00 AM
Questions Submitted	October 28, 2022	12:00 PM
Proposals Received	November 2, 2022	10:00 AM
Award Contract	December 7, 2022	
Project Start	December 21, 2022	
Project Completion	January 6, 2023	

**FISCAL IMPACT**

There is no fiscal impact at this time.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range of supply and active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

**RECOMMENDATION**

It is recommended that the Board of Directors consider and approve the Request for Bids for Trenchless Sewer line installation at the Community Center.

**ATTACHMENTS**

- 1) Contract (72 pages)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS  
COMMUNITY CENTER SEWER LINES PROJECT**

**FISCAL YEAR 2022-2023**

**SPEC NO. CCS-01**

**BID OPENING: Sunday, October 9, 2022**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**COMMUNITY CENTER SEWER LINE PROJECT**

**SPEC NO. CCS-01**

**FISCAL YEAR 2022-2023**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

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Brandon Lopez  
Park Supervisor

Date 9/21/2022

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**COMMUNITY CENTER SEWER LINES PROJECT**

**SPEC NO. CCS-01**

**FISCAL YEAR 2022-2023**

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**PLEASANT VALLEY RECREATION & PARK DISTRICT  
NOTICE INVITING SEALED BIDS**

**FOR THE**

**COMMUNITY CENTER SEWER LINES PROJECT  
SPEC NO. CCS-01\_\_\_\_\_**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the Park District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Wednesday, November 2, 2022**, at which time they will be publicly opened and read aloud in the District Office, **Camarillo, California**, for performing the following work:

**\_COMMUNITY CENTER SEWER LINE PROJECT  
SPEC NO. CCS-01**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words "**COMMUNITY CENTER SEWER LINE PROJECT, SPEC. NO. CCS-01**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to Brandon Lopez, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting **October 26, 2022, at 10:00 A.M.**, in the Parks Works Department, 1605 E. Burnley Street, Camarillo, CA 93010.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to completion. The work will take place at 1605 E. Burnley St. in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE ENGINEER'S ESTIMATE FOR THIS PROJECT IS: \$36,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **SIXTEEN (16) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <https://www.pvrpd.org/requests-for-proposal> Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A", "B" or "C-39" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

**DISTRICT'S RIGHTS RESERVED:** The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

**BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. \_\_\_\_\_.**

**BID QUESTIONS:** All bid questions shall be submitted by email to Brandon Lopez, Park Supervisor at [blopez@pvrpd.org](mailto:blopez@pvrpd.org) for the benefit of all proposed bidders. The questions shall be submitted no later than October 28, 2022 at 12:00PM.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrpd.org/>) within 24 hours after bid opening.



## INSTRUCTIONS TO BIDDERS

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **COMMUNITY CENTER SEWER LINES PROJECT, SPEC NO. CCS-01**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

**DELIVERY OF BIDS:** The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

**WITHDRAWAL OF BID:** The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

**BID GUARANTY:** Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.

(2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such

examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

**INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.**

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District:

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder’s risk insurance.** Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder’s risk insurance for the entire duration of the project until only the District has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a

provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

#### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has

the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the . Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

**Agency's right to revise requirements.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

**Timely notice of claims.** Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.**

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the**



**contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers

**SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND:** All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond’s validity.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract

to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**SAFETY PERMIT:** The Contractor, and not the District, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

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

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**COMMUNITY CENTER SEWER LINE PROJECT**

**SPEC NO. CCS-01**

**FISCAL YEAR 2022-2023**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE  
COMMUNITY CENTER SEWER LINE PROJECT**

**SPEC NO. CCS-01**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**COMMUNITY CENTER SEWER LINE PROJECT, SPEC NO. CCS-01**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CY .....Cubic yard  
EA .....Each  
LF .....Linear foot  
LS .....Lump sum  
SF .....Square foot  
SY .....Square yard  
TON .....Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**COMMUNITY CENTER SEWER PROJECT, SPEC NO. CCS-01**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**COMMUNITY CENTER SEWER PROJECT  
SPEC NO. CCS-01**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Cutting, disposing, and replacing concrete.					
2.	Trenchless pipe bursting					
3.	Installation of new 4" pipe					
4.	Make new connection					
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						
_____						

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder’s signature is required to verify he/she has reviewed the Code Sections.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we \_\_\_\_\_  
as Principal, hereinafter referred to as "Contractor" and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the \_\_\_\_\_

and will furnish all required certificates of insurance and bonds as required by the Contract.

**NOW, THEREFORE**, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)



\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charged is \$\_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of Firm: \_\_\_\_\_  
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

(6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) Number of years of experience as a Contractor in construction work. \_\_\_\_\_

(9) List at least three (3) completed projects completed in the last 36 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: \_\_\_\_\_

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes ( ) No ( )

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
**State License Number and Classification**

\_\_\_\_\_  
**Street Address City State Zip Code**

\_\_\_\_\_  
**Telephone Number**





**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## AGREEMENT

**THIS AGREEMENT**, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and \_\_\_\_\_ hereinafter referred to as the "**Contractor**".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "COMMUNITY CENTER SEWER LINE PROJECT, SPEC NO. CCS-01" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **sixteen (16) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

**ARTICLE IV:** The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

**ARTICLE VII:** The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

**ARTICLE VIII:** The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**ARTICLE IX:** Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

**ARTICLE X:** The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter “Claims or Liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

**ARTICLE XI:** The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XII:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

**ARTICLE XIII:** Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District’s or a public utility’s failure to provide for removal or relocation of utility facilities.

**ARTICLE XIV:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

**ARTICLE XV:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**ARTICLE XVI:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**ARTICLE XVII:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**ARTICLE XVIII:** District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY  
RECREATION & PARK DISTRICT,  
CALIFORNIA**

Dated \_\_\_\_\_, 2017

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

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

\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**LABOR AND MATERIAL BOND  
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to \_\_\_\_\_, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

**COMMUNITY CENTER SEWER LINE PROJECT**

**SPEC NO. CCS-01**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of



such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information”** states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

**SCOPE OF WORK:** This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place at 1605 E Burnley Street in Camarillo, California.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

**LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

**RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

**MONIES MAY BE RETAINED:** The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

**SALES AND/OR TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**ALLOWABLE VARIATION:** When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**EMERGENCY INFORMATION:** The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

**EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

**PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PAYROLL RECORDS:** The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

**ASSIGNMENT OF ANTITRUST ACTIONS:** The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.





## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **COMMUNITY CENTER SEWER LINE PROJECT**

#### **SPEC NO. CCS-01**

#### **FISCAL YEAR 2022-2023**

#### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

**PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within **Sixteen (16) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the

final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

**F. RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

**G. SUBSTITUTION OF SECURITIES FOR RETENTION:** Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

**H. NO PERSONAL LIABILITY:** No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

**J. ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

**K. NOISE CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

**L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

**M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

**N. LEGAL ACTIONS AGAINST THE DISTRICT:** In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the

Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of



that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

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**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not

comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. CONFERENCES AND MEETING:** When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
  - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.

- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any project under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other projects.
  - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days

or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

## **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

### **"20104. Application of article; provisions included in plans and specifications**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991."

**"20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of



receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**W. WORKING HOUR RESTRICTIONS:** Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the

State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

## **Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

## **Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

## **2. PUBLIC CONVENIENCE AND SAFETY**

**A. GENERAL:** In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

**F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite

and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.



Temporary “No Parking” signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: “Traffic Control” no additional compensation will be allowed therefor.

## **TECHNICAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **COMMUNITY CENTER SEWER LINE PROJECT**

#### **SPEC NO. CCS-01**

- A. Call for dig alert before any work is started.
- B. Cutting out and removal of concrete to access existing lines.
- C. Trenchless pipe bursting approximately 100 linear feet.
- D. Installation of new 4" pipe.
- E. Digging and cancelling existing tie-in of pipe.
- F. Cutting, breaking, disposing, and patching of cement. (Approximately 20sq ft.)
- G. Using heavy duty couplings to make new connections.
- H. Install cleanouts and valve boxes where necessary.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 722 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING OCTOBER 7<sup>TH</sup>, 2022 THROUGH NOVEMBER 5<sup>TH</sup>, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361**

**BACKGROUND**

In March 2020, the Governor, on behalf of the State of California, issued various executive orders which relaxed requirements under the Ralph M. Brown Act (Brown Act) allowing public agencies the flexibility to successfully continue conducting public meetings during the COVID-19 pandemic. On September 30, 2021, the State rescinded those orders. However, in lieu of the rescinded executive orders, the State passed Assembly Bill 361 (AB 361) which modified the Brown Act and provides essentially the same flexibility for conducting public meetings during a declared emergency until January 1, 2024. As a result, in accordance with the requirements of AB 361, local agencies must continue to adopt a resolution every 30 days to use the modified public meeting provisions provided for in AB 361.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to continue teleconferencing Brown Act meetings of city legislative bodies for public health and safety reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

**ANALYSIS**

In accordance with AB 361, if a local agency passes a resolution that makes the necessary findings, the agency is allowed to follow the provisions of AB 361 for a maximum period of 30 days. After the first 30-day period, AB 361 requires the public agency to adopt a resolution no later than once every 30-days to continue meeting under the modified Brown Act requirements.

On February 3, 2022, the District Board adopted Resolution No. 699 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days. On March 2,

2022, the District Board adopted Resolution No. 701 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days. On April 6, 2022, the District Board adopted Resolution No. 704 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. On May 4, 2022, the District Board adopted Resolution No. 709 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days. On June 1, 2022 the District Board adopted Resolution No. 711 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. On July 6, 2022 the District Board adopted Resolution No. 716 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days. On September 7, 2022 the District Board adopted Resolution No. 719 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public. If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period, thereafter, has elapsed.

Government Code section 54953(e)(3) provides that “not later than 30 days after teleconferencing for the first time pursuant” to AB 361, “and every 30 days thereafter,” the public agency shall make the following findings by majority vote for the agency to continue using the teleconferencing provisions of AB 361:

1. The public agency has reconsidered the circumstances of the state of emergency; *and*
2. Either of the following circumstances exist:
  - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, *or*
  - b. State or local officials continue to impose or recommend measures to promote social distancing.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the District Board can make at least one of the enumerated findings. Accordingly, if the Board would like to continue conducting public meetings under the modified Brown Act provisions, staff has prepared the attached resolution for Board consideration and adoption.

### **RECOMMENDATION**

It is recommended for the Board to consider and adopt Resolution No. 722 proclaiming a local emergency persists and re-authorizing the use of remote teleconference meeting procedures by the Board of Directors and all standing committees of the District for the 30-day period beginning October 7<sup>th</sup>, 2022 through November 5<sup>th</sup>, 2022 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

### **ATTACHMENT**

- 1) Resolution No. 722 (3 pages)

**RESOLUTION NO. 722**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING OCTOBER 7<sup>TH</sup>, 2022 THROUGH NOVEMBER 5<sup>TH</sup>, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361**

**WHEREAS**, the Pleasant Valley Recreation and Park District (“District”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors (“Board”) and all standing committees; and

**WHEREAS**, all meetings of the Board and standing committees are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

**WHEREAS**, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code section 8558; and

**WHEREAS**, such conditions now exist in the District specifically, a state of emergency was proclaimed, which includes area within the jurisdictional boundaries of the District, on or about March 4, 2020, by California Governor Gavin Newsom in response to the COVID-19 novel coronavirus pandemic, including measures to mitigate the spread of COVID-19 in order to control outbreaks which minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities; and

**WHEREAS**, the Board of Directors does hereby find the Ventura County Public Health Officer has recommended that physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and

**WHEREAS**, the District remains committed to providing the public with real-time access to attend and participate in remotely held District meetings through a variety of

options including through the internet via Zoom, telephonically, via email correspondence prior to the meeting, and through livestream video via the District's YouTube channel, in an effort to protect the constitutional and statutory rights of all attendees; and

**WHEREAS**, as a consequence of the local emergency existing, the Board hereby finds that the Board and all standing committees of the Pleasant Valley Recreation and Park District shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

**WHEREAS**, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
  - a. The state of emergency continues to impact the ability of the members to meet safely in person; or
  - b. State or local officials continue to impose recommended measures to promote social distancing.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor on March 4, 2020 and recognizes that the Ventura County Public Health Officer has recommended physical and social distancing measures to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Based on such facts, findings and determinations, the District proclaims the existence of a local emergency throughout the District and authorizes staff to conduct remote teleconference meetings of the Board of Directors, including committee meetings, under the provisions of Government Code Section 54953(e).

**Section 3.** The General Manager is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board meetings, and all standing committee meetings of the District.

**Section 4.** As respects continued reliance on AB 361 for subsequent meetings, this Resolution takes into consideration that the state of emergency still persists which can impact the ability of board members to meet safely in person and re-authorizes the remote teleconferencing procedures for another 30 days.

**Section 5.** This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) 11:59 p.m. on November 5<sup>th</sup>, 2022, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Pleasant Valley Recreation and Park District and all standing committees of the District may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District at a regular meeting held on the 5<sup>th</sup> day of October 2022, by the following vote:

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

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

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

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

\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**Attested:**

\_\_\_\_\_  
Bev Dransfeldt, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Bob Cerasuolo, Park Services Manager**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID  
SPECIFICATIONS FOR THE DEMOLITION OF THE  
PICKLEBALL COMPLEX AT FREEDOM PARK**

**SUMMARY**

The District Board has set aside Quimby funds in the amount of \$1,400,000 to design and build a Pickleball Complex. The Freedom Pool renovation project would allow the District to utilize land that has been inactive for the past 19 years.

**BACKGROUND**

Over the past several years the District has continued to see an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing sport. To better assess the number of pickleball players in the community and to also respond to their requests for additional courts, staff has been addressing the needs of pickleball over the past several years and has incrementally made changes.

The District Board assigned an Ad Hoc committee to continue to address the needs of pickleball while also considering the needs of tennis, surrounding park site neighbors, and the community at large. The Pickleball/Tennis Ad Hoc Committee initially met on November 2, 2020 and have continued to meet throughout this project to provide overall information and to hear from the community.

At the April 7, 2021 District Board meeting, staff presented multiple short-term, mid-term, and long-term solutions to accommodate the continued growth of pickleball within the District. The Board of Directors authorized the General Manager to convert one (1) tennis court at Pitts Ranch Park and one (1) tennis court at Springville Park into dual/multi-use courts. There was further discussion related to long-term solutions which involved the conversion of the Freedom Park pool into a pickleball complex. As part of the FY 2021/2022 budgeting process, the Board approved a budget allocation of \$1.4M in Quimby fees for the Freedom Park pool pickleball conversion project. This project will include but not be limited to the Freedom pool demolition, design and master plan for the pool and this portion of the land swap area.

On September 1, 2021, the District Board approved a Request for Proposals for Architectural Design Services for Freedom Park which would develop a renovation plan for a pickleball complex.



On December 2, 2021, the District Board approved a professional service agreement with Lauterbach and Associates Inc. for the architectural design services and community input phase for the Freedom Park Pickleball renovation project.

### **ANALYSIS**

Demolishing the current site will enable the District to utilize land that has been sitting unused for the past 19 years. Prior to the demolition of this site, the District will hire a vendor through Sourcewell for the lead and asbestos abatement portion of the project. Upon completion of the abatement, demolition will be the next phase. Once all abatement and demolition are completed, staff will be return to the Board for approval of a Bid for the construction phase of the new courts.

### **PROJECT SCOPE**

- One Demolish Concrete coping on Existing Swimming Pool Down Thirty Inches (30")
- Demolish Wading Pool West of the Make-up Tank
- Demolish Make-up Tank on North Side of the Maintenance Building
- Remove and Dispose of Interior Contents from all Buildings
- Demolish Existing Office Building/Restrooms
- Demolish Existing Maintenance Building
- Remove All Existing Hardscape within Limits of Work Area
- Demolish the Block Wall, Chain Link Fencing
- Parking Lot
- Provide Temporary Security Fence Around Limits of Work Area
- After Demolition and Removal, the Property shall be Scraped Flat

### **TIMELINE**

1. Bid Specifications Released	October 6, 2022	
2. Notice to Bid goes in Paper	October 10, 2022	
3. Job Walk	October 25, 2022	10:00 a.m.
4. Questions in by	November 2, 2022	10:00 a.m.
5. Proposals are Due and must be Received by	November 9, 2022	10:00 a.m.
6. Contract Award	December 1, 2022	
7. Start Job	December 19, 2022	
8. Completion of Project	February 20, 2023	

### **FISCAL IMPACT**

There is no fiscal impact associated with this approval. After reviewing and evaluating the bids, staff will return to the Board and request approval. Bids will be brought back to the Board at which time there will be a fiscal impact.

### **STRATEGIC PLAN COMPLIANCE**

Meets the 2021 Strategic Plan Goal and Strategy 1.1: Develop sustainable funding sources for Implementation of the Strategic Plan, Deferred Maintenance, Priority Projects, and On-Going Operations: Utility (L.E.D., Water, Turf Mitigation, Gas, etc.)

Meets the 2021 Strategic Plan Goal and Strategy 3.1: Renovate and Modernize Existing Parks and Recreational Facilities.

**RECOMMENDATION**

It is recommended the Board review and approve the bid demolition specifications for the Pickleball Complex at Freedom Park.

**ATTACHMENTS**

- 1) Bid Construction Documents (80 pages)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**FREEDOM PICKLEBALL DEMOLITION PROJECT**

**FISCAL YEAR 2022-2023**

**SPEC NO. FP-1**

**BID OPENING: Wednesday, November 9, 2022 AT 10:00 A.M.**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**FREEDOM PICKLEBALL DEMOLITION PROJECT**

**SPEC NO. FP-1**

**FISCAL YEAR 2022-2023**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo

Park Services Manager

Date \_\_\_\_\_

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**FREEDOM PICKLEBALL DEMOLITION PROJECT**

**SPEC NO. FP-1**

**FISCAL YEAR 2022-2023**

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**PLEASANT VALLEY RECREATION & PARK DISTRICT  
NOTICE INVITING SEALED BIDS**

**FOR THE**

**FREEDOM PICKLEBALL DEMOLITION PROJECT  
SPEC NO. FP-1**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Wednesday, November 9, 2022**, at which time they will be publicly opened and read aloud in the Conference Room at the District Office, **1605 E Burnley St. Camarillo, California**, for performing the following work:

**FREEDOM PICKLEBALL DEMOLITION PROJECT  
SPEC NO. FP-1**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words "**FREEDOM PICKLEBALL DEMOLITION PROJECT, SPEC. NO. FP-1**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting **Tuesday, October 25, 2023, at 10:00 A.M.**, at the Job site, 535 Houck Street, Camarillo, CA 93010.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to complete. The work will take place at 535 Houck St Camarillo CA 93010 in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE ENGINEER'S ESTIMATE FOR THIS PROJECT IS: N/A.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **SIXTY (60) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/>. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**C-21**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

**DISTRICT'S RIGHTS RESERVED:** The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. \_\_\_\_\_.**

**BID QUESTIONS:** All bid questions shall be submitted by email to Bob Cerasuolo [bcerasuolo@pvrpd.org](mailto:bcerasuolo@pvrpd.org) by November 2, 2022 for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrpd.org/>) within 24 hours after bid opening.



## INSTRUCTIONS TO BIDDERS

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. \_\_\_\_\_.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **FREEDOM PICKLEBALL DEMOLITION PROJECT, SPEC NO. FP-1.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

**DELIVERY OF BIDS:** The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

**WITHDRAWAL OF BID:** The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

**BID GUARANTY:** Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of

unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

**INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.**

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District:

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder’s risk insurance.** Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder’s risk insurance for the entire duration of the project until only the District has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design

Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

**Agency's right to revise requirements.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

**Timely notice of claims.** Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.**

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.



The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers

**SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND:** All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond’s validity.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage

Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**SAFETY PERMIT:** The Contractor, and not the District, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

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

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**FREEDOM PICKLEBALL DEMOLITION PROJECT**

**SPEC NO. FP-1**

**FISCAL YEAR 2022-2023**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**FREEDOM PICKLEBALL DEMOLITION PROJECT**

**SPEC NO. FP-1\_\_\_\_\_**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**FREEDOM PICKLEBALL DEMOLITION PROJECT, SPEC NO. FP-1**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CY .....Cubic yard  
EA .....Each  
LF .....Linear foot  
LS .....Lump sum  
SF .....Square foot  
SY .....Square yard  
TON .....Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**FREEDOM PICKLEBALL DEMOLITION PROJECT, SPEC NO. FP-1**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**FREEDOM PICKLEBALL DEMOLITION PROJECT  
SPEC NO. FP-1**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	DEMOLITION, REMOVAL, AND DISPOSAL	L-Sum				
2.	EROSION, SITE, DUST, AND TRAFFIC CONTROL	L-Sum				
3.	BACKFILLING	L-Sum				
4.	ROUGH GRADING SHALL BE SCRAPED FLAT	L-Sum				
5.	DEMOLITION OF BLOCK WALLS, CHAIN LINK FENCING	L-Sum				
6.	DEMOLITION OF PARKING LOT	L-Sum				
7.	DEMOLITION OF WADING POOL	L-Sum				
8.	DEMOLITION OF MAKE-UP TANK	L-Sum				
9.	REMOVE ALL EXISTING HARDSCAPE WITHIN LIMITS OF WORK AREA	L-Sum				
10.	TEMPORALLY FENCING	L-Sum				
11.	DEMOLITION OF IN-GROUND SWIMMING POOL DOWN 30 INCHES AND DRILL HOLES TO COUNTY SPEC'S	L-Sum				
12.	DEMOLITION OF TWO BUILDING AND EQUIPMENT INSIDE OF THEM	L-Sum				

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						
_____						

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder’s signature is required to verify he/she has reviewed the Code Sections.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_



**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we \_\_\_\_\_  
as Principal, hereinafter referred to as "Contractor" and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the \_\_\_\_\_

and will furnish all required certificates of insurance and bonds as required by the Contract.

**NOW, THEREFORE**, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charged is \$\_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of Firm: \_\_\_\_\_  
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

(6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) Number of years of experience as a Contractor in construction work. \_\_\_\_\_

(9) List at least Five (5) completed Government projects in the last 48 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: \_\_\_\_\_

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes ( ) No ( )

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
**State License Number and Classification**

\_\_\_\_\_  
**Street Address City State Zip Code**

\_\_\_\_\_  
**Telephone Number**





**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and \_\_\_\_\_ hereinafter referred to as the "**Contractor**".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "**FREEDOM PICKLEBALL DEMOLITION PROJECT, SPEC NO.**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **Sixty (60) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

**ARTICLE IV:** The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

**ARTICLE VII:** The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

**ARTICLE VIII:** The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**ARTICLE IX:** Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

**ARTICLE X:** The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter “Claims or Liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

**ARTICLE XI:** The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XII:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

**ARTICLE XIII:** Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District’s or a public utility’s failure to provide for removal or relocation of utility facilities.

**ARTICLE XIV:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

**ARTICLE XV:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation,

partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**ARTICLE XVI:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**ARTICLE XVII:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**ARTICLE XVIII:** District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY  
RECREATION & PARK DISTRICT,  
CALIFORNIA**

Dated \_\_\_\_\_, 2017

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

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

\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_





**LABOR AND MATERIAL BOND  
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to \_\_\_\_\_, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

**FREEDOM PICKLEBALL DEMOLITION PROJECT**

**SPEC NO. FP-1**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information”** states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

**SCOPE OF WORK:** This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place at 535 Houck st in Camarillo, California.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

**LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

**RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

**MONIES MAY BE RETAINED:** The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

**SALES AND/OR TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**ALLOWABLE VARIATION:** When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 426 – 426.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**EMERGENCY INFORMATION:** The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

**EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

**PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PAYROLL RECORDS:** The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the



Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

**ASSIGNMENT OF ANTITRUST ACTIONS:** The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.



## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT FREEDOM PICKLEBALL DEMOLITION PROJECT**

#### **SPEC NO. FP-1**

#### **FISCAL YEAR 2022-2023**

### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

**PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within Sixty **(60) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the

final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

**F. RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

**G. SUBSTITUTION OF SECURITIES FOR RETENTION:** Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

**H. NO PERSONAL LIABILITY:** No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

**J. ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

**K. NOISE CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

**L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

**M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

**N. LEGAL ACTIONS AGAINST THE DISTRICT:** In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the



Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of

that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

] **Q. CONTROL OF MATERIALS:**

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not

comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. CONFERENCES AND MEETING:** When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
  - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.

- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any project under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other projects.
  - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days

or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

## **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

### **"20104. Application of article; provisions included in plans and specifications**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.



(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991."

**"20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of

receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**W. WORKING HOUR RESTRICTIONS:** Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the

State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

## **Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

## **Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

## **2. PUBLIC CONVENIENCE AND SAFETY**

**A. GENERAL:** In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

**F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite

and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.



The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary “No Parking” signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: “Traffic Control” no additional compensation will be allowed therefor.

## TECHNICAL PROVISIONS

### PLEASANT VALLEY RECREATION & PARK DISTRICT FREEDOM PICKLEBALL DEMOLITION PROJECT SPEC NO. FP-1

#### PROJECT: FREEDOM POOL DEMOLITION

This project consists of the demolition of Freedom Park Pool, located at 535 Houck St Camarillo Ca. The scope of work includes the demolition, removal, and offsite disposal of the pool, structures, mechanical equipment, foundation walls, slabs, footings, driveway pavement, and other appurtenances; rough grading of the site; and other related and incidental work.

#### DESCRIPTION OF WORK:

- Demolish Concrete coping on Existing Swimming Pool down Thirty Inches (30")
- Demolish Make-up tank on North side of the Maintenance Building **(Not on Plans)**
- Demolish Wading Pool West of the Make-up Tank **(Not on Plans)**
- Remove and Dispose of Interior Contents from all Buildings
- Demolish Existing Office Building/Restrooms
- Demolish Existing Maintenance Building
- Remove All Existing Hardscape within Limits of Work Area
- Demolish the Block Wall, Chain Link Fencing
- Parking Lot
- Provide Temporary Security Fence Around Limits of Work Area
- After demolition and removal, the property shall be scraped flat

#### A. STRUCTURES:

Structures are buildings, including attached improvements, which could primarily be used as a residential dwelling or for commercial, industrial or warehouse purposes. The square footage of a structure means the square footage of the portion of the structure that is under roof and enclosed by walls. The square footage for each story shall be calculated and totaled. NOTE: Unless otherwise specified, unit prices for the demolition of structures shall be for wet demolitions.

The demolition, removal and disposal of structures shall include but not be limited to the following:

- a. Buildings & improvements
- b. Foundations
- c. Attached decks
- d. Debris

- e. Attached canopies
- f. Ramps
- g. Basements (fill material shall be incidental to building demolition)
- h. All wiring, plumbing, conduit
- i. Sprinklers
- j. Slabs
- k. Porches
- l. Chimney's
- m. Utility disconnections
- n. All personal property
- o. Steps
- p. Above-ground and below-ground supports, including slabs, footers and piers
- q. Fixtures and equipment
- r. Electrical Light Poles
- s. Parking Lots

Frame structures encompass structures that are predominantly constructed with wood and plaster materials.

Concrete block structures encompass structures that are predominantly constructed with concrete blocks.

Masonry structures encompass structures that are predominantly constructed with brick, stone or other similar materials.

Metal structures encompass structures that are predominantly constructed with metal materials.

Tilt-up structures shall encompass structures that have been constructed with concrete pre-formed construction.

**B. OUTBUILDINGS:**

All outbuildings shall be demolished and/or removed, as authorized by the Project Manager. This includes, but is not limited to, metal utility buildings, doghouses, pump houses, screened enclosures, workshops, sheds and barns.

All parts of the structure shall be removed, including all attachments and supporting structures. Slabs and footers shall be removed.

**C. FOOTERS/SLABS:**

The Contractor shall remove all footers and slabs. Footers and slabs include concrete structures that are part of any outbuildings, as described below, and that are independent of any buildings or signposts, are underground, above-ground or partially exposed or that serve as foundations for mobile homes. This includes, but is not limited to, patios, sign bases (no signs attached), concrete shed floors, and isolated foundations. The Contractor shall be required to remove all footers and slabs from the property.

**D. EXTERIOR LIGHTING:**

The Contractor shall remove all exterior lighting that is freestanding and independent of any structure, including poles, as authorized by the Project Manager. This includes but is not limited to flood lights, security lights and decorative lighting.

**E. CANOPIES**

The Contractor shall remove all freestanding canopies, which are those freestanding structures with an overhead covering that is supported by a means other than walls, as authorized by the Project Manager. These include, but are not limited to, gas station island canopies, boat covers and detached carports. Any plumbing or electrical fees necessary to accomplish the authorized work shall be included.

**F. SWIMMING POOLS:**

Removal of an in-ground concrete pool includes the removal of the pool and attached accessories and equipment, such as slides, diving boards and pumps. Patios, decking and screened enclosures shall be removed.

A concrete in-ground pool may be crushed and filled, when authorized by the Project Manager. Crushing and filling requires the breaking of the pool into small pieces to ensure proper compaction and elimination of air pockets in the fill materials. All attached accessories and equipment shall be removed.

**G. FENCING/BLOCKWALLS:**

When authorized by the Project Manager, the Contractor shall remove all fencing, guardrail and/or masonry walls including any in-ground or above-ground supports, gates and all other materials associated with the fencing or wall.

**H. WET DEMOLITION/NON WET DEMOLITION:**

The Contractor shall keep the structure adequately wet at all times during the demolition. "Adequately wet" means sufficiently wetted to prevent any visible emissions, such as dust, during and after the demolition.

The Contractor shall be responsible for providing an adequate water supply for all wet demolitions. Where city/county water is available, the Contractor must arrange for the use of fire hydrants with the city or county. A fire hose and spray nozzle or a high volume water hose must be used to adequately wet materials during wet demolitions.

Debris resulting from a wet demolition does not have to be sealed in leak-tight containers or wrapped but may be transported and disposed of in bulk as construction debris. All other demolition debris shall be disposed of at appropriate landfill facilities.

**I. EROSION, SITE, DUST, AND TRAFFIC CONTROL:**

Construction entrances or other measures shall be required for ensuring that vehicles and equipment leaving the site or moving through the site do not carry or deposit dirt, silt, mud, or other debris in the performance of the work. Construction entrances or other such measures as agreed upon shall be to the satisfaction of the District. Contractor shall provide site control measures as needed or as deemed necessary by the District. Such measures shall be sufficient for preventing unauthorized access to the site.

Site control measures shall include furnishing and erecting continuous six-foot (6') chain link fence around the perimeter of all areas of proposed work. Contractor may maintain existing chain link fence in place for the purpose of fulfilling this requirement. Contractor may also re-use existing chain link fence for the purpose of fulfilling this requirement. Regardless of how Contractor elects to fulfill this requirement, Contractor shall be responsible for providing the labor, equipment, and materials necessary to maintain continuous six-foot chain link fence in place around the perimeter of all areas of proposed work until the completion of GRADING under this contract.

Contractor shall provide dust control measures as needed or as deemed necessary by the District. Such measures shall be sufficient for preventing the transmission of dust and all other airborne material or particulate beyond the limits of the construction site. Such measures may include the application of water by approved methods, the mechanical sweeping of the construction site or adjacent areas, or other measures as necessary. Such measures shall conform with all applicable laws and regulations. Contractor shall provide traffic control measures as needed or as deemed necessary by the District.

Traffic control measures shall include, but not be limited to, road closures or lane closures for work taking place in or adjacent to any roadways; flaggers for vehicles and equipment entering or leaving the site; and barricades on any driveway entrances or sidewalks to which access is to be restricted. Contractor shall be responsible for ensuring that all traffic control devices are in satisfactory condition, conform to minimum reflectivity standards and are equipped with beacons. Traffic control devices shall be either Type II barricades, Type III barricades, or barrels. Traffic cones or similar will not be considered acceptable traffic control devices and will not be permitted.

#### **J. BACKFILLING:**

This work shall consist of the furnishing, placement, mechanical compaction, and rough grading of clean, suitable backfill material in all excavations resulting from the demolition and removal work included in this contract as described herein.

Material to be furnished shall be subject to the inspection and approval of the District. Material shall have sufficient compressive strength to accommodate the loading of construction equipment following its placement. Material shall be reasonably free of unsuitable or deleterious contents as determined by the District.

Contractor shall place approved backfill material in all excavations resulting from the demolition and removal work included in this contract. Backfill material shall be mechanically compacted in all locations where it is installed, in lifts not exceeding 24 in. loose measure, to the satisfaction of the District. If necessary, Contractor shall provide multiple types or units of equipment for the purpose of providing mechanical compaction if site conditions or other circumstances prevent Contractor from achieving satisfactory compaction with the types or units of equipment initially

provided. Contractor shall place and compact backfill material to an elevation such that all existing drainage patterns are maintained and such that positive drainage of the site following construction is achieved.

Final grading and placement of topsoil will not be included in BACKFILLING but shall be included instead in GRADING. Contractor shall place and compact backfill material to an elevation such that the subsequent work to be performed as a part of GRADING will result in the desired final surface elevations across the site.

**K. SALVAGE:**

Items to be removed and salvaged are indicated. The Contactor is allowed to Salvage and retain such items as needed or wanted:

- a. Doors and door hardware.
- b. Windows.
- c. Cabinets.
- d. Mirrors.
- e. Plumbing fixtures.
- f. Roofing Material – to be used on Garage to remain
- g. Siding material – to be used on Garage to remain.
- h. Rebar
- i. Light Poles/Lights
- j. Other items not noted.

**L. BELOW GRADE CONSTRUCTION:**

Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5 feet (1.5 m) outside footprint indicated for new construction. Abandon below-grade construction outside this area.

- 1. Remove below-grade construction, including basements, foundation walls, and footings,

**M. MAINTAIN UTILITIES FOR FUTURE PROJECTS:**

Existing Utilities:

- a. Water
- b. Electricity
- c. Gas

**N. SITE RESTORATION:**

Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

**O. DISPOSAL OF DEMOLISHED MATERIALS:**

Remove demolition waste materials from Project site and dispose of them in an EPA-approved

construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according, "Construction Waste Management and Disposal."

- a. Do not allow demolished materials to accumulate on-site.
- b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

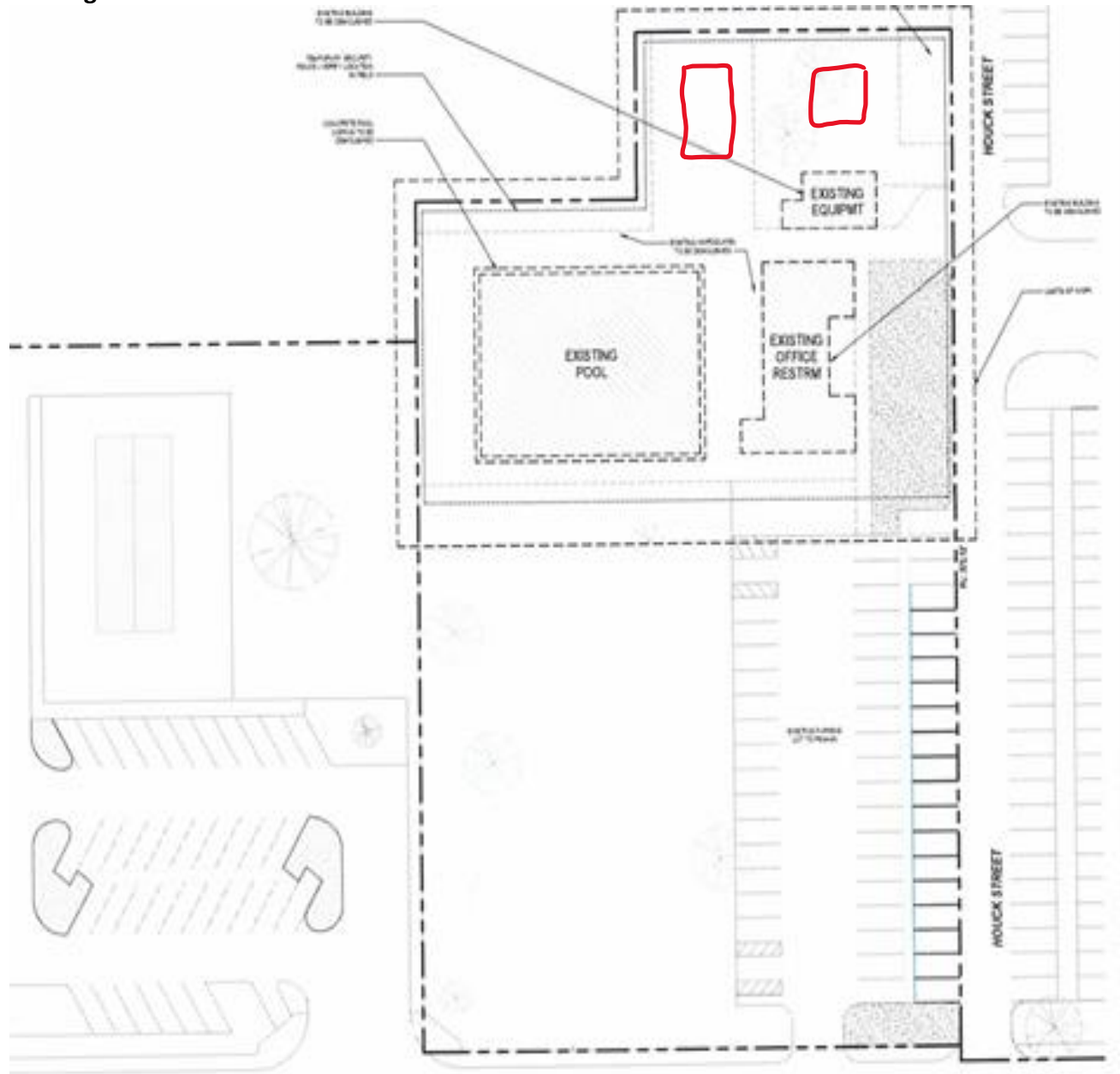
Do not burn demolished materials.



APPENDIX A

CONSTRUCTION DRAWINGS

Make-up Tank  
Wading Pool



APPENDIX A

**CONSTRUCTION DRAWINGS**

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Kathryn Drewry, Human Resources Specialist**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 723 REPLACING THE 2016 EMPLOYEE MANUAL  
AND 2019 UNREPRESENTED EMPLOYEE MANUAL  
WITH A PROPOSED PERSONNEL POLICY MANUAL**

**SUMMARY**

District staff along with the Personnel Committee have been working on the proposed Personnel Policy Manual (which combines the 2019 Unrepresented Employee Manual and the 2016 Employee Manual), following the adoption of the current Memoranda of Understanding with SEIU Local 721. The intent of this document is to provide both District personnel and management with a clear and single set of policies and procedures that govern those working in Pleasant Valley Recreation and Park District.

**BACKGROUND**

In 2016, the District adopted an updated Employee Manual which included policies and procedures that overlapped with the Memorandum of Understanding with SEIU. In 2019 District staff presented the Board with proposed changes to the Employee Manual with the intent of creating separate documents to include an Unrepresented Employee Manual, the MOU, as well as a Personnel Policies and Procedures Manual as they pertain to personnel. The Board approved the Unrepresented Employee Manual on March 6, 2019, and staff have been working to finalize the Personnel Policies and Procedures.

**ANALYSIS**

Currently the District staff use the 2019 Unrepresented Employee Manual for unrepresented employees. For represented employees, District staff use the 2016 Employee Manual. Since the last update in 2016, however, the District has negotiated two memoranda of understandings with SEIU Local 721, with the most recent MOU concluded in February 2022. Since both the 2019 Unrepresented Employee Manual and 2016 Employee Manual contain numerous overlapping policies and procedures, it was recommended by legal counsel to combine the two documents into a single policy manual.

Therefore, District staff has drafted the proposed Personnel Policy Manual, which provides general information on what all employees, both unrepresented and represented, need to know about the policies, practices, responsibilities and benefits that are part of working for the District. Accordingly, the District will now need to rescind the 2016 Employee Manual as well as the 2019

Unrepresented Employee Manual and adopt the proposed Personnel Policy Manual. The District has completed the meet and confer process with SEIU Local 721 over the proposed Personnel Policy Manual, and they are in support of its adoption.

**FISCAL IMPACT**

There is no fiscal impact at this time.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 5.2F: “Implement updated employment practices that increase the diversity of the District.”

Meets 2021 Strategic Plan Goal 5.4D: “Formalize standard operating procedures to include organizational chart, operation manuals, IT manual, employee handbook, training programs, and skill retention.”

**RECOMMENDATION**

It is recommended that the Board approve Resolution No. 723 to adopt the proposed Personnel Policy Manual and rescind the 2016 Employee Manual and the 2019 Unrepresented Employee Manual.

**ATTACHMENTS**

- 1) Draft with Redline Changes - Personnel Policy Manual (98 pages)
- 2) Finalized Personnel Policy Manual (94 pages)
- 3) Resolution No. 723 (2 pages)



## **PERSONNEL POLICY MANUAL**

### **Administrative Office**

(Community Center/Senior Center)  
1605 E. Burnley St., Camarillo 93010

### **Parks Department Office**

(Located at Freedom Park)  
480 Skyway Dr., Camarillo 93010  
(805) 482-5396

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# ARTICLE 1 – GENERAL INFORMATION

## **A. Purpose and Intent**

The purpose of this ~~Employee Manual~~ Personnel Policy Manual (Policy Manual) is to establish a system of uniform and appropriate personnel policies and procedures which will provide the Pleasant Valley Recreation and Park District with a productive, efficient, stable and representative workforce by incorporating the following principles:

- Recruiting, selecting and advancing employees on the basis of their relative ability, education, training, knowledge, and skills relevant to the work to be performed and providing progressive employment programs which encourage and support employee development.
- Establishing and maintaining a uniform plan of classification and pay based upon the relative duties and responsibilities of positions.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination based on race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation or disability with proper regard for their privacy and constitutional rights.
- Establishing ethical standards of conduct required of employees which will promote the proper operation.

## **B. Scope; Validity**

Except as stated herein, this Policy ~~Policy Manual~~ shall govern and affect personnel administration for all employees of the District, except for the following:

- Board of Directors of the District
- General Manager
- General Counsel
- Volunteer personnel who provide services to the District without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the District); and
- Outside and independent contractors, engaged to provide expert, professional, technical or other services.

If any provision of this Policy Manual conflicts or is inconsistent with any applicable bargaining agreement or MOU, any local, State, or Federal law, the provisions of said bargaining agreement or MOU, any local, State, or Federal law shall apply over this Policy Manual.

This Policy Manual is not intended to and does not supersede any provision of applicable collective bargaining agreements to which the District is a party specifically, the Memorandum of Understanding (MOU). The Policy Manual shall also not supersede any local, State, or Federal statutes, rules, and/or regulations.

### **C. Administration: Right to Revise**

Except as provided by law, local regulation, or applicable bargaining agreement or MOU, this Policy Manual provides employment policies and practices of the District in effect at the time of publication. All previously issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this Policy Manual are superseded.

The General Manager is authorized to issue written administrative orders to establish procedures and practices for administration of the District personnel system and to interpret or clarify any provisions of the Policy Manual; subject to any meet and confer requirements under the Meyers Milias Brown Act (MMBA) for represented employees.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, or work rules stated in this Policy Manual or in any other document. However, any such changes must be in writing and must be signed by the General Manager and approved by the Board of Directors of the District. Additionally, prior to the implementation of any such changes affecting represented employees, the District shall complete all meet and confer requirements under the MMBA, as applicable.

Any changes to this Policy Manual will be distributed in writing to all employees so that employees will be aware of the new policies or procedures. No oral statements, representations, or conduct can in any way alter the provisions of this Policy Manual.

### **D. At-Will Employment Of Certain Employees**

~~All-District personnel who are employed on an at-will basis and may be terminated with or without cause and with or without notice at any time by the District. Nothing in this Manual shall limit the right to terminate at-will employment of such employees. No Superintendent, Manager, Supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of Pleasant Valley Recreation and Park District have the authority to make any such agreement with the General Manager, which is binding only if it is in writing and signed by both parties. Except as otherwise provided by a written employment agreement, a bargaining agreement or MOU, or other applicable local, state, or federal law or order,~~

nothing in this Policy Manual creates a property right in, or an expectation of, continued employment at the District.

## **E. Equal Employment Opportunity**

The District is an equal opportunity employer and makes employment decisions on the basis of merit. District policy prohibits unlawful discrimination based on race, color, creed, gender, gender expression or identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, pregnancy, childbirth or related medical conditions, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity or any other consideration made unlawful by Federal, State, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and prohibited.

The District is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in District operations and prohibits unlawful discrimination by or against any employee of the District, including Supervisors and co-workers.

The primary objectives of this Policy are as follows:

- Ensure the recruiting, hiring and training for all job classifications are done without regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation.
- Ensure that employment decisions further the principle of Equal Employment Opportunity.
- Ensure that promotion decisions further the principle of Equal Employment Opportunity and that those criteria which are not discriminatory for promotions be used.
- Ensure that other personnel policies and procedures governing compensation, benefits, transfers, training, tuition assistance and recreation programs are administered without regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation.

# ARTICLE ~~211~~ – EMPLOYMENT INFORMATION

## A. Employment Categories

It is the intent of the District to clarify the definitions of employment and employment classifications in order to understand employment status and benefit eligibility. These classifications do not guarantee employment for any specific period of time and should not be deemed as any modification to the at-will nature of employment at the District as described above.

### 1. Full Time Employees

Regular full-time employees are those who are regularly scheduled to work and work 80 or more hours in a two-week period, or 2080 hours per calendar year. Full-time employees are eligible for District benefits. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.

### 2. Part-Time Year-Round Employees (1,000+ hours/year)

Part-time year-round employees who are classified to work over 1,000 hours per fiscal year may be eligible for pro-rated benefits as approved by the District. The intent of the District is that part-time year-round employees report a total of 1,560 hours per fiscal year and to not exceed 1,700 hours with the General Manager's approval. This will average out to 30 hours per week.

### 3. Part-Time Employees

Part-time employees are those who are scheduled on average 19 hours per week and do not exceed 960 hours per fiscal year, unless an additional 20 hours, for a total of 980 hours, have been approved by the General Manager. Part-time employees are not eligible for District benefits except as required by law.

Seasonal or temporary employees may be scheduled to work any number of hours per week with no regular schedule but may not work more than 960 hours per year fiscal year. Seasonal employees are typically hired for a particular seasonal need, no longer than a four (4) month period. They are not eligible for any District benefits except as required by law.



A Retired Annuitant (CalPERS retiree) who, without applying for Reinstatement from Retirement, returns to work for the District in a designated retired annuitant position has equal responsibility along with the District to ensure the potential employment is lawful. Without exception, the retired annuitant may work a maximum of 960 hours per fiscal year. Nonpaid or volunteer hours cannot be used in order to exceed 960 hours.

Employees who must work 20 hours per week must not do so for longer than a four (4) month period within a fiscal year.

#### **4. Exempt Employees**

An exempt employee based on duties and responsibilities, does not fall under certain wage and time requirements of Federal and State regulations. An exempt employee does not receive overtime or compensatory time off. Exempt employees are required to record their hours worked on a timecard.

#### **5. Non- Exempt Employees**

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Nonexempt employees are required to record their hours worked on a time clock and/or timecard. All employees, unless notified otherwise by management, are nonexempt.

#### **6. Represented Employees**

A represented employee is represented by a union or bargaining representative and is covered under a bargaining agreement or MOU.

#### **7. Non-represented Employees**

A non-represented employee is not represented by a union or bargaining representative and is not covered under a bargaining agreement or MOU.

#### **8. At-Will Employees**

Except as otherwise stated in an employment agreement, bargaining agreement, or MOU, all employees of the District are employed on an at-will basis, which means they may be terminated with or without cause and with or without notice at any time by the District.

### **B. Introductory Probationary Periods - New Hires & Promotional Appointments**

#### **1. Non-At-Will Employees - Probationary Period**

The purpose of the probationary period is to train, observe and evaluate a non-at-will the employee. The probationary period for non-at-will employees is one (1) year for new employees, and six (6) months for promotional employees. During this time, anthe non-at-will employee will learn their responsibilities and, get acquainted with fellow co-workers, and the ir-employerDistrict will determine whether or not they are satisfied with saidthe employee's performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at-prior to the conclusion of the 90-day introductoryprobationary period.

During the probationary period, the non-at-will employee may be terminated with or without cause. Any such action may be taken without notice and shall be without the right of appeal. If a promotional employee is rejected during the probationary period from a position to which the employee has been promoted, the employee shall be reinstated to a position in the class from which the employee was promoted, unless discharged for cause. If no vacancy exists in such position, the employee shall be placed on a re-employment list as provided in this Policy Manual.

Upon satisfactory completion of the probationary period, the non-at-will employee shall be considered as having satisfactorily demonstrated qualifications for the position, and shall be so informed in writing through his/her supervisor. After the end of the probationary period, any disciplinary action resulting in a loss of pay to the non-at-will employee will require prior notice and an opportunity to respond, in accordance with Article 9 of this Policy Manual.

Non-at-will eEmployees within their introductoryprobationary period do not receive District benefits unless stated in this Policy Manual.

During the introductoryprobationary period, full time and part time year-round non-at-will employees are eligible for health insurance and, paid holidays upon hire date, and shall accrue vacation and sick time. time. Probationary employees may utilize their accrued leave including vacation, sick, jury duty, bereavement or any other special days after completing their initial 90 days of employment. H. After the 90-day introductory period, an employee may utilize their accrued vacation and sick timehowever, except for statutory sick leave which an employee may use after their 90<sup>th</sup> day of employment, the. Throughout the introductory periodemployee they may not make use of any accrued leave including vacation, other sick leave, jury duty, bereavement, or and any other special days during their probationary period.

#### At-Will Employees – Introductory Period

At-will employees are not subject to a probationary period and may be terminated with or without cause and with or without notice at any time by the District. At-will employees are, instead, subject to a 90-day introductory period upon hiring. During the introductory period, at-will employees are not eligible to receive District benefits unless stated in this Policy Manual; however, they are eligible for health insurance and paid holidays upon hire date, and shall accrue vacation and sick time. Thereafter, upon the

conclusion of the 90-day introductory period, they may make use of any accrued leave to which they are entitled.

At-will employees are not subject to a probationary period and may be terminated with or without cause and with or without notice at any time by the District. At-will employees are, instead, subject to a 90-day introductory period during which the employee is not eligible to receive District benefits unless stated in this Policy Manual. During the introductory period, at-will employees are eligible for health insurance and paid holidays upon hire date, and shall accrue vacation and sick time. Thereafter, upon the conclusion of the 90-day introductory period, they may make use of any accrued leave.

### **B.C. Re-Hires**

Former employees may be considered for rehire provided they left employment with the District in good standing and meet all qualifications of the current open position they are seeking. If they are rehired aftermore than 90 days after leaving District employment, they will not retain credit for length of service for the purpose of calculating vacation and sick leave accrual and anniversary awards.

If the length of time since the end of employment is greater than 30 days the persons under consideration for rehire will be required to complete a new drug, tuberculosis and alcohol screen, physical, references and fingerprint clearance.

Employees who are on any type of leave of absence, work-related or non-work-related, or after completing the work assignment for the season for which they were hired, will be placed on an inactive status. During the time the employee is on inactive status, benefits such as vacation and sick leave benefits by the District will not be earned or continued, and seniority will not continue to accrue. Health insurance will continue under certain circumstances as detailed in the Leaves of Absence policies.

### **D. Work Schedules; Workweek**

The District Administration office is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Parks and facilities are available for rental as otherwise posted or in accordance with District's General Use Policy except with the permission of the General Manager or designee. Immediate Supervisors will assign individual work schedules. All employees are expected to be at their desks or work locations at the start of their scheduled shifts.

The standard workday for employees is eight (8) hours and the standard work week is forty (40) hours to be worked within five (5) consecutive days. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. The workweek begins Saturday at 12:00 a.m. and ends Friday at 11:59 p.m. For payroll purposes, employees

who are not working an Alternative Work Schedule will operate under the workweek described above.

### **E. Alternative Work Schedule - 9/80**

The District offers employees in certain work units the opportunity to work an alternative workweek schedule (AWS) based upon the business needs of the District and its management. Employees who are offered the opportunity to work and do work an alternative work schedule are subject to the standards and requirements outlined below.

The 9/80 work schedule has the following requirements:

1. The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.
2. Employees will be assigned to either the 9/80 or the regular 10/80 work schedule and adhere to it. Employees are entitled to revoke the agreement to the alternate work schedule in writing, however; they may not alternate back and forth between the schedules.
3. The Supervisor and the General Manager's approval is needed prior to the start of working a 9/80 work schedule. The 9/80 work ~~week day~~weekday off is designated by the Department Manager. The General Manager has the right to designate which day is appropriate for the needs of the District. Once the regular day off is established, it will be considered the regular day off and employees may not switch the day and/or shifts.
4. If a meeting is scheduled on a regular 9/80 work ~~week day~~weekday off, employees are still required to attend the meeting unless excused by a Supervisor, Manager or the General Manager. Employees will be paid for this working time, including overtime pay if applicable. Exempt employees will not be compensated.
5. For purposes of the Fair Labor Standards Act, the alternate workweek schedule (9/80) shall begin at 12:00 p.m. on the day in which the employee has a scheduled day off and shall end at 11:59 a.m. seven days later on the same day of the following workweek.

### **C.F. Nepotism (Employment of Relatives)**

The purpose of this Nepotism policy is to ensure that the hiring and supervision of employees within the District are conducted in a manner which enhances the public's confidence in the District and prevents situations that may have an adverse impact on the District or give the impression of preferential treatment, improper influence, or conflict of interest.

## 1. Definitions

The following definitions apply to this policy

“Employee” for purposes of this section only, is one who receives a District payroll check for services rendered.

“Fraternization” means a romantic and/or sexual relationship between a Supervisor and subordinate employee within the direct chain of command or same Department.

“Nepotism” means as the practice of an employee using personal influence or power, because of a familial relationship, to aid or hinder another person in securing employment, promotion or other benefit.

“Relative” means immediately family member or spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by blood, marriage or domestic partnership, or other legal action.

“Spouse” means two persons who have a valid marriage or two people who are registered domestic partners, as that term defined by California law, Family Code Section 297, et seq.

“Supervisory relationship” means one in which one employee exercises the right to control, direct, reward, or discipline another employee by virtue of the duties and responsibilities assigned to him or her.

## 2. Prohibition Against Nepotism and Fraternization

It is the intent of the District not to discriminate in its employment or personnel actions with respect to employees and applicants on the basis of marital or familial status. A relative or a person with whom an employee shares a romantic and/or sexual relationship will be considered for employment, promotion, or transfer, provided the person:

- Has made an application in accordance with established procedure;
- Has been considered in accordance with established procedure;
- Possesses the necessary qualifications; and
- Is considered to be the most suitable candidate.

When a relative or a person with whom an employee is engaged in a romantic and/or sexual relationship is being considered for employment, promotion, or transfer, the employee shall have no involvement in the recruitment, employment, promotion, or

transfer of the person, either directly or indirectly, nor shall that employee take any action that would directly or indirectly impact the employment of the relative or individual with whom there exists a romantic and/or sexual relationship.

An appointing authority shall not appoint, promote, or transfer a person to a position within the same Department in which the person's relative or individual with whom there exists a romantic and/or sexual relationship already holds a position, when such employment will result in the any of the following:

- A direct or indirect supervisory relationship.
- The two employees handling financial transactions together.
- The two employees having regular job duties which require performance of shared duties or the same or related work assignment;
- The two employees having the same immediate Supervisor;
- An actual or perceived conflict of interest or having an adverse impact on supervision, safety, security, morale, or efficiency of the workplace that cannot be adequately mitigated.

### 3. Enforcement of Policy

If two employees who work in the same Department become relatives or romantically and/or sexually involved, and one of the conditions sets forth above applies, the Administrative Services Department has discretion to transfer one of the employees to a similar vacant position of comparable pay and duties in another Department. The employee must meet the qualifications of the vacant position. Although the wishes of the employees in question will be given consideration, the Department retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency.

If continuing employment of both employees cannot be accommodated in a manner the Department finds to be consistent with the District's interest in the promotion of safety, security, morale and efficiency, then the Department retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the less senior employee will be separated.

### 4. Procedure: Applicants

In implementing this policy, the District's employment application and promotion process shall ask candidates to disclose their relative and/or relationship status to a District employee. Such information shall not be used as a basis for employment decision other than those stated in this policy.

## 5. Current Employees

Where two relatives or persons who have a romantic and/or sexual relationship are working in the same Department or within the direct chain of command at the time this policy is adopted, the relationship shall not be deemed a violation of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy. All current employees, at the time this policy is adopted, shall disclose whether they have a relative or person with whom they are romantically involved within the Department or direct chain of command in which they are employed. Failure to disclose such relationship may be a cause for discipline, up to and including termination, as set forth in this policy.

## 6. Violation of Policy

If a conflict of interest or other threat to the efficient operation of the District should develop, it is the duty of the involved employees to immediately notify the applicable Department ~~Head~~ and ~~Administrative Services Department~~ Human Resources Specialist. The District reserves the right to reasonably investigate the situation to determine whether a violation of this policy exists and therefore threatens the working conditions at the District. If the District determines that the proscribed violation of this policy exists, remedial and/or disciplinary measures, including but not limited to a transfer, re-assignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

# ARTICLE ~~314~~ - MANAGEMENT

## A. Names and Addresses; Emergency Contacts

The District is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the District in the event of a name or address change. Employees must also provide the District with at least two current emergency contacts.

## B. Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her Supervisor. The first performance evaluation should take place approximately after the first 90 days. Subsequent performance evaluations will be conducted annually (during the anniversary month of the employee's employment with the District, or month of last promotion). The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The Administrative Services Department will monitor upcoming dates of

performance evaluations and will notify Supervisors of performance evaluations to be conducted.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. It is important to remember that increases are not granted automatically and that each job classification is assigned a salary range. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with their Supervisor, and that they are aware of its contents.

### **~~C. Solicitation and Distribution of Literature~~**

~~In order to ensure efficient operation of the District's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on District property. The District has enacted the below rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules. Any employee who is in doubt concerning the application of these rules should consult with the General Manager or designee.~~

~~Employees may be allowed to use breakrooms or other designated common areas to solicit or promote support for organizations. Material may not be advertised for longer than a two-week period.~~

~~No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.~~

~~No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on District property.~~

### **D.C. Smoking / Tobacco Products**

~~There is n~~No smoking of any kind on District property, ~~including to include all~~ any tobacco-related products, all forms of electronic smoking devices, and other vaporizing products.



## **E.D.          Parking**

Reasonable accommodations are made for employees to park their personal vehicles on District property during the employee's work shift. In some areas, due to customer use and clientele, employees are required to park off-site or in the clearly signed and designated employee parking areas. The District is not responsible for any loss or damage to employee vehicles or contents while parked on District property. Employees are responsible for obeying all traffic and civil laws in regard to parking, i.e. handicap stalls, red and/or yellow zones.

## **F.E.          Employer Property**

Lockers, desks, file cabinets, computers, cell phones, office equipment, and vehicles are District property and must be maintained according to District rules and regulations. They must be kept clean and are to be used only for work-related purposes. The District reserves the right to inspect all District property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on District provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a District locker.

The District may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail, computer, alarms, and other equipment. These communication technologies and related storage media and databases are to be used only for District business and they remain the property of the District. The District reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Employees do not have a right of privacy in District telecommunication and computer systems, including, but not limited to, voicemail, e-mails, computer data, passwords and District property.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent, upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

Terminated employees are responsible for returning all-District property in good or same condition it was originally received. All personal items should be removed at the time they leave employment with the District. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **G.F. Employee Property**

An employee's personal property brought onto District premises, including but not limited to packages, purses, backpacks and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

## **H.G. Employee References**

All requests for references must be directed to the General Manager or designee. No other Supervisor, coordinator, specialist, lead worker, or employee is authorized to release any type of references for current or former employees.

## **I.H. Personnel Files**

The Administrative Services Department shall maintain a central personnel file for each employee indicating the employee's name, original application for employment, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents, and such other information as may be considered pertinent by the Department.

Upon request of the employee, an employee may place documents in the employee's respective personnel files that commend his/her job performance with the District or demonstrates educational attainment.

Disclosures of personnel information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee is prohibited. To the maximum extent possible, no direct information contained in the personnel files shall be disclosed concerning any current or former employee, without the employee's consent, other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment and the nature of separation, resignation, or termination to any person other than the General Manager or designee, General Counsel, Special Legal counsel, the employee's Supervisor, or their designated representatives. An employee or former employee may authorize access the disclosure of information from their file only when written permission is provided to the Administrative Services Department.

Nothing herein shall prohibit the District from keeping or placing documents in an observation folder for the purpose of investigating alleged criminal conduct, to process complaints under the anti-discrimination policies, or complaints from the public. For the purpose of this Section, an observation folder shall not be considered a personnel file, and an employee or the employee's designated representative shall not have access to observation folders nor receive copies of documents placed in such folder.

It is the employee's responsibility to notify the Administrative Services Department of any changes in the employee's address, phone number, marital status, dependent status, name change, training certificates, emergency contact, driving status/record, criminal convictions, or other pertinent information.

Personnel records may be destroyed according to the State of California records retention guidelines, and/or five (5) years after the date of resignation or termination, or in accordance with any provision of the District's system for destruction of public records, and in accordance with other applicable laws.

## **J.I. Cell Phone Allowance / Stipend Policy**

Full time and part time year-round employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs.

- \$30.00 per pay period given to management and other exempt staff with the expectation that these employees will answer phone calls and respond to urgent emails after hours.
- \$21.00 per pay period given to employees in a Supervisory/lead worker capacity with the expectation that these employees will receive emergency calls from staff after hours.
- \$14.00 per pay period given to staff members who may be away from their desks or not provided a landline for extended business hours.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District owned cell phones. If personal use occurs, disciplinary measures will be implemented. The District may provide On-Call / Call Out cell phones to be used per this section.

Employees receiving an allowance/stipend should consult with either the Administrative Services Department or the designee prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to

cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

### **K.J. Auto Allowance**

Employees may be provided an auto allowance at the discretion of the General Manager and based on their average mileage in a six (6) month period. Employees with an auto allowance may be reviewed every two years or as needed.

### **K. Lactation Accommodation**

The District will provide reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. Employees may use paid rest break times provided by the District. The District will provide a private place to express milk in close proximity to the employee's work area, or the employee's normal work area may be used if it allows privacy

## **ARTICLE 416 – WAGES; PAYROLL**

### **A. Work Schedules**

~~The District Administration office is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Parks and facilities are available for rental as otherwise posted or in accordance with District's General Use Policy except with the permission of the General Manager or designee. Immediate Supervisors will assign individual work schedules. All employees are expected to be at their desks or work locations at the start of their scheduled shifts.~~

~~For payroll purposes, employees who are not working an Alternative Work Schedule will operate under a workweek which begins at 12:01 a.m. Saturday and ends at midnight on Friday.~~

### **B. Alternative Work Schedule – 9/80**

~~The District offers employees in certain work units the opportunity to work an alternative workweek schedule (AWS) based upon the business needs of the District and its management. Employees who are offered the opportunity to work and do work an alternative work schedule are subject to the standards and requirements outlined below.~~

~~The 9/80 work schedule has the following requirements:~~

- ~~1. The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.~~

- ~~2. Employees will be assigned to either the 9/80 or the regular 10/80 work schedule and adhere to it. Employees are entitled to revoke the agreement to the alternate work schedule in writing, however; they may not alternate back and forth between the schedules.~~
- ~~3. The Supervisor and the General Manager's approval is needed prior to the start of working a 9/80 work schedule. The 9/80 work week day off is designated by the Department Manager. The General Manager has the right to designate which day is appropriate for the needs of the District. Once the regular day off is established, it will be considered the regular day off and employees may not switch the day and/or shifts.~~
- ~~4. If a meeting is scheduled on a regular 9/80 work week day off, employees are still required to attend the meeting unless excused by a Supervisor, Manager or the General Manager. Employees will be paid for this working time, including overtime pay if applicable. Exempt employees will not be compensated.~~
- ~~5. The alternate workweek schedule (9/80) shall begin at 12:00 a.m. on the first day of the pay cycle and shall end at 11:59 p.m. on the 14th day of the same pay cycle.~~

### **C.A. Timekeeping Requirements**

Accurately recording time worked and submitting a timecard when it is due is the employee's responsibility. Federal and State laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits on the appropriate pay day. Time worked is the time actually spent on the job performing assigned duties.

On a daily basis non-exempt employees should accurately record the time they work. Non-exempt employees may not begin work more than five minutes before the start of their shift or stop working more than five minutes after the end of their shift without prior authorization from their Supervisor. Time cards for non-exempt employees are submitted to Supervisors or other designated staff on the last Friday of the pay period.

In order to track vacation and sick time, and as a tool for Management to evaluate performance, exempt employees must complete a timecard and submit to the General Manager or Department Head on the last Friday of each pay period. The report should reflect the days worked and the hours of leave (and the type of leave) used during the pay period.

It is the employee's responsibility to sign their ~~time card~~timecard and to verify the accuracy of all time recorded. Supervisors will review and sign the ~~time card~~timecard before submitting it to Accounting for processing. As designated by the Department Supervisor, Supervisory staff will review the ~~time card~~timecard(s) for errors, initial and submit to the Supervisor for submission to Accounting. All-Written timecards must be

completed in Blue or Black Ink only, and, ~~Any~~ handwritten marks or changes on the timecard must be initialed by the employee and a Supervisor (w. ~~Whiteout is not to be used on timecards.~~ Electronically submitted timecards will also be accepted.) Altering, falsifying, or tampering with time records, punching in/out or recording time on another employee's time record (even with that employee's permission) is prohibited. Violation of this rule may result in disciplinary action, up to and including termination.

Any errors on a timecard should be reported immediately to a Supervisor/Crew Lead.

### **D.B. Administrative Pay Corrections**

It is District policy and practice to accurately compensate employees and to do so in compliance with all applicable Federal and State laws. To ensure proper payment for all time worked and that no improper deductions are made, information should be recorded correctly of all work time and paychecks reviewed promptly to identify and to report all errors. In the unlikely event that there is an error in the amount of pay, or in the calculation of accrued vacation or sick leave, or if there is an unauthorized deduction made, the employee should promptly bring the discrepancy to the attention of the Administrative Services Department staff so the correction can be made as quickly as possible. Once underpayments/overpayments are identified, they will be corrected in the next paycheck. If this presents a financial burden to the employee, a manual paycheck may be written as soon as possible.

### **E.C. Payment of Wages**

Paychecks are normally available by 4 p.m. every other Thursday at the Administration Office as outlined on the District's payroll schedule. Paychecks will be mailed to the current mailing address on file; paychecks will not be available for pick up.

### **F.D. Payroll Records**

Employees may receive copies of their payroll records within twenty-one (21) days of making a request to the Administrative Services Department to do so. Employees will be charged for the cost of making copies.

### **G.E. Unclaimed/Lost Paychecks**

Checks lost or otherwise missing should be reported immediately to Accounting so that a "stop payment" order may be initiated. Management will determine when, and if, a new check should be issued to replace a lost or missing check.

## **H.F. Direct Deposit**

The District encourages automatic payroll deposit for employees. To begin automatic payroll deposit, the correct form must be completed and returned to the Administrative Services Department at least 10 days before the pay period begins.

To stop automatic payroll deposit, complete the form available from the Administrative Services Department and return it at least 10 days before the pay period.

## **I.G. Pay for Mandatory Meetings / Training**

The District will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- a. Attendance is mandatory;
- b. The meeting, course, or lecture is directly related to the employee's job;
- c. The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her Supervisor;
- d. Employees who attend meetings, lectures or training programs will be compensated at their regular rate of pay;
- e. Any worked hours in excess of 40 hours in a week will be paid at the applicable overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## **J.H. Overtime for Non-Exempt Employees**

Employees may be required to work overtime as business necessities arise. For all non-emergency needs, the District will provide as much advance notice as possible to the employee of the need to work overtime as applicable with Federal and State laws. The District will attempt to distribute overtime evenly. All overtime work must be previously authorized by a Supervisor. The District provides compensation for all overtime hours worked by non-exempt employees in accordance with Federal law as follows:

All hours worked in excess of regularly scheduled hours in one workweek will be treated as overtime. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. Except for those employees who work the alternate work schedule (9/80), the workweek begins Saturday at 12:00 a.m. and ends Friday at 11:59 p.m. For those employees who work the alternate work schedule (9/80), the workweek begins at 12:00 p.m. on the day in which the employee has a scheduled day off and ends at 11:59 a.m. seven days later on the same day of the following workweek. Compensation

for actual hours worked in excess of 40 worked hours for the workweek shall be paid in accordance with applicable law.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

### **K.I. Meal and Rest Periods**

Non-exempt employees that work more than five or more hours per day are required to take an unpaid meal period, which must commence before the end of the fifth hour of work. All employees are provided with a 60-minute meal period to be taken approximately in the middle of the workday. However, if scheduled to work no more than six hours during the workday, they can choose to waive their meal period by signing a voluntary written waiver, to skip the meal and go home earlier. This waiver must be in writing and voluntarily signed by the employee, and is available from the Administrative Services Department.

Employees wishing to take a 30-minute meal break may do so in lieu of a standard 1-hour meal period with the prior approval from a Supervisor to adjust their work schedule to deduct the 30 minutes they are not taking for a meal break. Meal periods are scheduled by the immediate Supervisor and may not be taken at the beginning or the end of a workday or added to a break. Employees may leave the premises during their meal period.

Employees are allowed a 15-minute rest period for every four hours of work or major portion thereof; 15-minute breaks are paid by the District and do not need to be recorded on timecards. Supervisors will schedule rest periods.

It is expected that employees observe their assigned working hours and the time allowed for meal and rest periods. Rest periods may not be longer than 15 minutes and they must take place on the premises.

### **L. Call in to Work**

The District will pay a minimum of two hours of designated pay to employees who are contacted by and required by their immediate Supervisor or Crew Lead to report to work on a day other than their normally scheduled workday or after their normal workday has ended. This may involve emergency situations.

### **M. Shift Differential Pay**

The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay full time employees a shift differential of two-and-one half percent (2½%) for hours worked between 8:00 pm and 6:00 am.



## N. Out of Class Assignments

If it is necessary to specifically assign in writing an employee all of the significant duties of a higher classification for more than 16 consecutive working days ~~or more~~ (128 regular hours) in duration, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class.

This policy shall apply in temporary situations due to:

- The extended leave or other temporary absence of the employee in the higher classification;
- ~~A vacant~~ ~~Or if the~~ position to be filled ~~is vacant~~ and there is no valid eligibility list for the classification. In this case, if the Division Head has initiated procedures to fill the vacancy, he/she may assign an employee to fill that position on a temporary basis not to exceed 60 days. If an eligibility list exists for the vacant position, the Division Head may appoint an employee from the eligibility list at the earliest possible date;
- Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.

No regular positions shall be filled by out-of-class appointees for a period longer than 60 days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies approved by the ~~Administrative Services~~General Manager.

Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled does not constitute working out-of-class.

When an employee is assigned to work in a higher-level classification that entails moving the employee into a different classification other than that which is his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, a part time non-exempt employee temporarily filling a regular full-time position shall receive no benefits nor shall he/she be subject to retirement system payments.

While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular assignment.

At the time an employee returns to his/her regular assigned position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from the appointment. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the General Manager.

~~Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.~~

The District will not pay employees who report to work but are unable to work due to the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the District's power to control.

### **L.J. Business Expense Reimbursement**

The District reimburses employees for business expenses two times each month when accounts payable checks are processed. These are the opposite weeks of payroll processing. Employees who have incurred business expenses must submit required receipts and the appropriate form to the Administrative Services Department staff no later than three days before the Monday of the accounts payable processing week. All reimbursable expenses must be submitted within 30 days of time incurred.

Personal and/or vacation travel may be combined with business travel, provided there is no additional cost to the District, and it meets with the approval of the General Manager. The District credit cards are not to be used for personal expenses.

### **M.K. Advances**

The District does not permit advances against paychecks or against un-accrued vacation or sick leave.

## **ARTICLE 512 – LEAVE OF ABSENCE**

The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave may be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.

Employees should contact the Administrative Services Manager or designee for further information.

## A. Vacation

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period of leave, including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation time must be sufficient to cover any requested vacation time off before it can be taken, and vacation leave will not be advanced or paid in lieu of taking actual time off.

It is the mutual responsibility of the employee and his/her Supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached. If accrued but unused vacation leave reaches the maximum, vacation leave shall cease to accrue until such time as leave falls below the maximum accrual limit.

For each pay period vacation will accrue in accordance with the following schedule, subject to the accrual limitations and policies.

FULL TIME			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	3.08	80	160
6-8 Years	3.85	100	200
9-12 Years	4.62	120	240
13-15 Years	5.38	140	280
15(+ ) Years	6.15	160	320
PART TIME YEAR-ROUND			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	2.31	60	80
6-8 Years	2.89	75	100
9-12 Years	3.47	90	120
13-15 Years	4.04	105	140
15(+ ) Years	4.61	120	160

Vacation begins to accrue the first payroll period of employment but, no accrued vacation time may be used by new or rehired employees until completion of 90 days of continuous service. Leave may be used in increments of one (1) hour or more. Exempt employees absent for ~~three-two~~ (32) hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation or one of the other appropriate leave types.

Current accrued vacation is reflected on pay stubs. If an error has been made on an employee's vacation accrual, it should be immediately reported to payroll for a correction or explanation.

Supervisors shall respond to a written request for vacation within five (5) business days from the date in which the employee provides their direct Supervisor the request. Upon the request of the employee, the Supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request; however; the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two (2) weeks in advance and approved by a Supervisor.

Seniority and annual rotation may be taken into consideration when resolving schedule conflicts. The General Manager will make final determinations on disputes over time off requests.

An employee whose employment terminates (including employees in their introductory period) will be paid for accrued unused vacation days.

## **B. Management Leave**

It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District allows regular exempt employees the ability to accrue twenty (20) hours of additional management leave per quarter to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 20 hours will be accrued the first pay dates in January, April, July and October. The maximum accrual cap is 20 hours per quarter, and quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually.

Exempt employees are required to perform a minimum of ~~four fivesix~~ (546) hours of work per day; if less than ~~four five-six~~ (546) hours of work per day is performed it is expected that the employee record their time not worked as management leave or one of the other appropriate leave types. If the exempt employee works anything other than their normal work day it is expected that they receive approval from the General Manager or designee, and such hours worked shall be reflected on a timecard.

## C. Compensatory Time Off

Full Time employees may accrue compensatory time off hours in lieu of being paid overtime for all worked overtime hours, with approval of their Supervisor. Compensatory time off is accrued at one- and one-half times the regular pay rate of the employee. Approval to work compensatory time must be approved by a Supervisor prior to working. The District has a cap of 80 hours on accrued compensatory balances. No additional compensatory time may be accrued until such hours fall below the maximum allowable accumulation. Employees who cannot accrue additional compensatory time off will be paid for overtime as required by law.

In the event that an employee is promoted, all compensatory time will be paid to the employee on the final paycheck of their previous position.

The granting, recording, and taking of compensatory time off shall be in accordance with established vacation/time off procedures.

## D. Sick Leave

Sick leave is a benefit that full time and part time year-round employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for “personal” time off or other absences.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee’s “family member” includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of one-quarter (1/4) hour increments or more.

In cases of diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee’s family member, up to one-half of the employee’s sick leave accrual for the year (up to 48 hours) can be used to attend to a family member. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the General Manager.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other

injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The District shall require certification for use of sick leave for unscheduled absences under this subparagraph ~~C~~.

Except as stated in any bargaining agreement, MOU, or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to accrue sick leave at the rates stated herein.

### **1. Full Time Employees Sick Leave Accrual**

Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours at the beginning of each ~~per~~ pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

### **2. Part-Time Year-Round Employees Sick Leave Accrual**

Employees in this classification will receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning the seventh pay period employees will accrue sick leave at 2.76 hours per pay period.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

### **3. Temporary or Seasonal and/or Part Time Restricted Employees Sick Leave Accrual**

Temporary or Seasonal Employees shall receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning their second year of employment the employee will receive an additional twenty-four (24) hours, not to exceed a cumulative total of forty-eight (48) hours.

#### 4. Charge for Sick Leave

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one-quarter (1/4) hour increments. Sick leave can only be charged to days the employee was scheduled to work.

#### 5. Proof of Illness

A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more.

#### 6. Notice of Sickness

The Department Manager or designee must be notified not later than one hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day. If the need for leave is unforeseeable, the employee shall provide notice as soon as possible

#### 7. Cash Value upon Termination

Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five (5) years of employment shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours. ~~and~~ ~~e~~Employees with 10 years and over of service will be compensated at a rate of fifty percent (50%) and limited to 1,000 hours. The cash value compensation is based upon salary in effect at the time of Termination.

#### 8. Value upon Retirement

Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

#### Sick Leave

Sick leave is a benefit that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.

Except as stated in any bargaining agreement or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to receive twenty four (24) hours of sick leave upon completion of six (6) pay periods (84) calendar days.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of 1 hour or more.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## **E. Family Care and Medical Leave**

The District will provide family and medical care leave for eligible employees, as required by State and Federal law, including leaves under the federal Family and Medical Leave Act (FMLA) (which includes Military Caregiver Leave, also known as Covered Service Member Leave), the California Family Rights Act (CFRA), and the Paid Family Care Leave Act (PFCLA). An individual who is entitled to leave under the FMLA and the CFRA may take Family Temporary Disability Insurance (FTDI) leave concurrently with leave taken under the FMLA and the CFRA.

### **1. Definitions**

"12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

"Child" means, under FMLA, a child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. Under CFRA, there is no age limitation or requirement. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child, a step-child, a legal ward, a son or daughter of a domestic partner, or a son or daughter to whom the employee stands in loco parentis (in place of a parent).



“Parent” means the biological, foster, or adoptive parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. Under CFRA, this term does not also include parents-in-law.

“Spouse” means a husband or wife as defined or recognized under California state law for purposes of marriage.

“Domestic Partner” means a partner as defined in Section 297 of the Family Code.

“Family Member” means a Child, Parent, Spouse, or Domestic Partner as defined in this family care and medical leave policy.

“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (*i.e.*, inability to work or perform other regular daily activities because of the serious health condition, treatment involved, or recovery therefrom); or
2. Continuing treatment by a health care provider (*i.e.*, a serious health condition involving continuing treatment by a Health Care Provider as defined under Federal or State law).

## 2. Reasons for Leave

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee or the employee’s domestic partner;
2. The placement of a child with an employee in connection with the adoption or foster care of the child by the employee or the employee’s domestic partner;
3. To care for an employee’s child, parent, spouse, or domestic partner who has a serious health condition (under CFRA, this also includes caring for an employee’s grandparent, grandchild, or parent-in-law with a serious health condition); or
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

## 3. Employees Eligible for Leave

An employee is eligible for leave if the employee:

- Has been employed at the District for at least 12 months; and
- Has worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

The District counts FMLA/CFRA leave using a “looking back” method, meaning that if an employee requests FMLA/CFRA leave, the District looks back over the preceding 12 months to determine if the employee has taken FMLA/CFRA leave during that time period. If the employee did take FMLA/CFRA leave, then that time would be deducted from the amount of leave for which the employee is now eligible. If the employee has not taken any FMLA/CFRA leave, then the employee would be eligible for all 12 weeks of FMLA/CFRA leave.

#### 4. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks of leave each under FMLA and CFRA during any 12-month period. In most instances, leave under FMLA will run concurrently with CFRA. However, to the extent such leave cannot be run concurrently, the District will utilize the applicable leave entitlements.

When both parents are employed by the District, and leave is requested for the birth or placement for adoption or foster care of a child, the District will grant the aggregate total of 12 workweeks of FMLA leave to both parents. However, under CFRA, each parent will be entitled to take 12 weeks of CFRA leave.

#### 5. Minimum Duration of Leave

If leave is requested for the birth, adoption, or foster care placement of a child of the employee or domestic partner, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one (1) day, but less than two (2) weeks’ duration on any two (2) occasions.

If leave is requested to care for the employee or the employee’s child, parent, spouse, or domestic partner with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

#### 6. Benefits While on Leave

Leave under this policy is unpaid. However, an employee may be able to use accrued paid leave. While on leave, the employee will continue to be covered by the District’s group health insurance to the same extent that coverage is provided while the employee is on the job.

The employee may be entitled to other, non-District provided benefits under any other federal or state programs such as state disability insurance benefits. The District is not responsible for administering any such benefits.

Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the District will inform the employee whether the premiums should be paid to the carrier or to the District. The coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee will receive a notice at least 15 days before coverage is to cease, advising him or her that he or she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If the employee fails to return to work after his or her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member that would entitle the employee to leave or because of circumstances beyond the employee's control.

## 7. Substitution of Paid Accrued Leaves

While on leave under this policy, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves after requesting FMLA/CFRA leave and Paid Family Care Leave and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave that is FMLA/CFRA-qualifying.

## 8. Employer's Right to Require Employee to Use Paid Accrued Leaves Concurrently with Family Leave

When an employee has earned or accrued paid vacation leave, that paid leave must be substituted for all or part of any (otherwise) unpaid leave under this policy.

An employee is entitled to and may use sick leave concurrently with leave under this policy if:

- The leave is for the employee's own serious health condition; or
- The leave is needed to care for a parent, domestic partner, spouse, or child (or under CFRA, a grandparent, grandchild, parent-in-law, or sibling) with a serious health condition and would be permitted as sick leave under the District's sick leave policy.

An employee may use vacation or sick time concurrently with leave under this policy.

As a condition of an employee's initial receipt of family temporary disability insurance benefits during any 12-month period in which an employee is eligible for these benefits, the District may require an employee to take up to 2 weeks of earned but unused vacation or sick leave (or both) prior to the employee's initial receipt of these benefits. If the District requires the employee to take vacation or sick leave, that portion of the leave that does not exceed 1 week shall be applied to any applicable waiting period for receipt of family temporary disability insurance benefits.

## 9. Employee Notice of Leave

Although the District recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he or she will need leave in the future but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his or her Supervisor as soon as possible that such leave will be needed. Absent unusual circumstances, such notice may be given in accordance with the District's usual and customary call-in procedures for reporting an absence. The employee must provide notice sufficient to make the District aware that the employee needs FMLA/CFRA-qualifying leave and of the anticipated timing and duration of the leave. If the District determines that an employee's notice is inadequate, the District may delay the granting of FMLA/CFRA leave.

## 10. Medical Certification

Employees who request leave for their own serious health condition or to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, domestic partner, or spouse who has a serious health condition must provide written certification from the qualified health care provider of the individual requiring care. The written certification must come from a physician in the field of which treatment is being sought. The employee will also be required to give periodic reports on the status of themselves or the seriously ill family member.

### a. Time to Provide Medical Certification

In order to be granted family and medical leave, the employee must fill out a request form found in Human Resources and provide such medical certification in advance of the leave or as soon as practicably possible thereafter, or within 15 days of notice from the District. After a continuous absence of 30-calendar days for any "covered event," the employee must request family/medical care leave. Failure to comply with these notice rules may be grounds, and may result in denial or deferral of the requested leave until the employee complies with this policy.

***b. Consequences of Failure to Provide Adequate or Timely Certification***

The District will advise the employee in writing what additional information is necessary to make the certification complete and sufficient. The employee will have seven (7) calendar days, unless not practicable under the circumstances despite the employee’s diligent good faith efforts, to cure any deficiencies. If the deficiency is not cured, the District may deny the taking of FMLA/CFRA leave.

***c. Recertification***

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider’s opinions when there is a recertification.

**11. Intermittent Leave or Reduced Schedule Leave**

If an employee requests leave intermittently (e.g., a few days or hours at a time) or on a reduced leave schedule, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

**12. Reinstatement on Return from Leave**

***a. Right to Reinstatement***

On expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA leave period.

If a definite date of reinstatement has been agreed on at the beginning of the leave, the employee will be reinstated on the date agreed on. If the reinstatement date differs from the original agreement date between the employee and the District, the employee will be reinstated within two (2) business days, when feasible, after the employee notifies the District of his or her readiness to return.

### *b. Employee's Obligation to Periodically Report on His or Her Condition*

An employee may be required to periodically report on his or her status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

### *c. Fitness-for-Duty Certification*

As a condition of reinstatement of an employee whose leave was based on the employee's own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to perform the essential functions of the employee's job. When reasonable job safety concerns exist, the District may require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent or reduced leave. Failure to provide such certification will result in denial of reinstatement.

## **F. Pregnancy Disability Leave**

Under the California Fair Employment and Housing Act (FEHA), an employee disabled by pregnancy, childbirth, or related medical conditions is eligible to take up to four (4) months (or 88 work days for a full-time employee) of unpaid Pregnancy Disability Leave ("PDL") leave, and may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous duties, if a health care provider determines such transfer is medically advisable. At the end of the leave, the employee will be reinstated in the same or a substantially equivalent position, unless the position has been eliminated because of a change in business conditions or operations.

There is no minimum amount of time worked to qualify for PDL.

The PDL need not be taken in one continuous period of time; it can also be taken on a reduced schedule or an intermittent, as-needed basis.

Time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are covered by PDL.

### **1. Certification from Health Care Provider:**

The period of leave, including the date upon which the leave shall begin, shall be determined by the employee's physician. This date shall be based upon the employee's ability to render service in the current position. The employee must obtain a certification from their health care provider of the pregnancy-related disability or the medical advisability for a transfer to a less-strenuous position and provide it to the General Manager or designee. The certification should include: the date on which the employee became disabled due to pregnancy or the date of the medical advisability of the transfer; the probable duration of the period(s) of disability or the duration of the intermittent leave

or transfer to a less strenuous position; and a statement that, due to the disability, the employee is unable to work at all or perform any one or more of the essential functions of the position without undue risk to the employee, the successful completion of the pregnancy or to other persons, or a statement that, due to pregnancy-related disability, an intermittent leave or transfer to a less strenuous position is medically advisable.

## 2. Use of Sick Leave

The employee is entitled to use accumulated sick leave for the period of time the employee is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto.

## 3. Use of Additional Accrued Paid Leave

At the employee's option, any additional accrued time off may be used as part of PDL before taking the remainder of leave as unpaid. While on paid leave, the employee will continue to accrue vacation and sick leave benefits. Once paid leave is exhausted, the employee will no longer accrue vacation or sick leave benefits.

## 4. State Disability

Employees may also be eligible for state disability insurance for the unpaid portion of pregnancy leave.

## 5. Health Benefits During PDL Leave

During PDL, group health benefits will continue at the same level and conditions as if the employee had continued working. The time the District maintains health coverage during a PDL will not be used to offset the twelve (12) weeks of coverage under the CFRA, regardless of whether the PDL is designated as FMLA or CFRA leave.

## 6. PDL Concurrent with FMLA Leave

PDL leave shall run concurrently with FMLA leave, if the employee is FMLA-eligible. However, it shall not run concurrently with CFRA leave (See Section N below) An employee who is transferring from PDL to CFRA Leave must provide a certificate from the doctor stating that the pregnancy disability has concluded. If more information regarding eligibility for a leave, the impact of the leave on seniority and benefits, and policy for other disabilities, contact the Administrative Services Manager.

## 7. Return to Work

Return to service is based upon a doctor's written statement of physical ability to render service. Upon return following PDL leave, the employee is entitled to the same position, if available. If the position has been eliminated, the employee is entitled to a comparable vacant position for which the employee is qualified. Return rights are the

same as they would have been had the employee been employed continuously in the position.

## 8. Seniority

The employee will continue to accrue seniority while on PDL, whether the leave is paid or unpaid. Employees on pregnancy leave may also be eligible for benefits under the District's Short Term and/or Long Term Disability Plan. Employees must file a claim in order to receive these benefits. Forms are available from the employee's doctor and the District's Personnel Office.

If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy leave.

A comparable position is one having similar terms of pay, location, job content and promotional opportunities. Failure to return to work after the authorized four month leave period shall cause the pregnant employee to have no reinstatement rights provided there are no other available leaves.

## G. Coordination of PDL with Family/Medical Leave

Under the California Family Rights Act of 1993 (CFRA), an eligible employee may request CFRA leave of up to twelve (12) work weeks due to the birth of the child. This unpaid CFRA leave is separate and distinct from the right to take pregnancy disability leave, which is explained in the preceding section of this Policy Manual. If taking a leave for the birth of a child, the basic minimum duration of the leave is two (2) weeks and must conclude the leave within one (1) year of the birth of the child.

There is no requirement that either the employee or the child have a serious health condition to take CFRA leave. The maximum possible combined unpaid leave is four (4) months for pregnancy/childbirth disability if medically required, plus twelve (12) work weeks to care for the newborn child. If more information is needed regarding eligibility for an unpaid CFRA leave or the impact of the leave on your seniority and benefits and coordination with pregnancy disability leave, contact the Administrative Services Manager.

## H. Military Leave

The District provides military leaves of absence to employees who serve in the uniformed military services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, and initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for duty. ~~Employees who enter fulltime duty in the armed services shall be granted all benefit and reinstatement rights as required by applicable law.~~



~~Employees who are members of a National Guard or Military Reserve unit will be granted an unpaid leave of absence for annual military training.~~

~~An employee must present the Administrative Services Department with official duty orders along with a written request for such a leave of absence. They may elect to take the time off without pay, to receive full annual vacation benefit or to receive vacation pay only for that portion of time not covered by military base pay.~~

~~Total military leave time may not exceed five (5) years during employment, except under specified circumstances required by law. Advance notice of leave is required. Employees must inform their manager of anticipated military leave time as far in advance as possible and submit copies of military orders, training notices, or induction information as soon as received.~~

~~In accordance with state and federal law, the District will ascertain the exact status of an employee's call to military leave. The District's obligation to continue an employee's salary and health benefits shall be determined by the type of military duty taken, the employee's military branch, and length of military and District service. Please contact Human Resources for information about your rights before and after taking military leave.~~

~~Employees who have honorably completed their military service are eligible for reinstatement. Employees returning from military leave must report for work or submit applications for reemployment within specified time limits, except in limited circumstances required by law:~~

- ~~• Employees returning from a leave of fewer than 31 days must report to work at the beginning of the first full regularly scheduled work period on the first full calendar day following completion of service.~~
- ~~• Employees returning from a military leave of more than 30 but fewer than 181 days must submit an application for reemployment within 14 days of completion of service and must provide documentation that establishes the timeliness of their application for reemployment, as well as the length and character of their military service.~~
- ~~• Employees returning from a military leave of more than 180 days must submit an application for reemployment within 90 days of completion of service and must provide documentation that establishes the timeliness of their application for reemployment, as well as the length and character of their military service.~~
- ~~• Temporary employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Employees should contact Human Resources for information specific to their situation.~~

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

## **9. Military Family Leave**

The District will comply with any applicable Federal or State laws regarding Military Family Leave.

## **10. Military Caregiver Leave**

The District will comply with any applicable Federal or State laws regarding Military Caregiver Leave.

## **11. Qualifying Exigency Leave**

The District will comply with any applicable Federal or State laws regarding Qualifying Exigency Leave.

## **12. Leave to Care for Covered Servicemember**

The District will comply with any applicable Federal and State laws regarding Leave to Care for Covered Servicemember.

### **I. Personal Leave**

A personal leave of absence without pay may be granted at the discretion of the District General Manager or designee. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves of absence. Each request for a leave of absence will be considered on a case-by-case basis. All accrued vacation must be used before beginning a personal leave of absence. Requests for personal leave should be limited to unique circumstances requiring an absence of no longer than two (2) weeks.

Employees will be required to make payment in advance as applicable for their health, vision, and dental insurance coverage during the leave of absence as applicable. Failure to make payment for coverage may result in cancellation of that coverage.

Requests for personal leave must be submitted in writing to, and approved by, the General Manager.

The District cannot guarantee that the employee's job will be held open for them until they return from a leave. The District will make every effort to return an employee to the same or a similar job; however, if no job opening exists for which they are qualified they will be laid off for lack of work.

An employee on personal leave may not accept other employment while on leave. If they do so, they may be subject to immediate termination.

Failure to return to work as scheduled at the end of a personal leave will be considered abandonment of employment and voluntary resignation by the employee.

## **J. Leave of Absence Without Pay**

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay.

Leave of absence without pay shall be approved in advance and in writing. Any employee requesting a leave of absence without pay must exhaust all available leaves, including accrued compensatory time-off, administrative leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay. No single leave of absence without pay may exceed three (3) months, without approval of the General Manager.

Upon expiration of an approved leave of absence without pay the employee shall be reinstated in the classification held at the time the leave was granted. Failure on the part of the employee to report to work promptly at the expiration of the leave shall result in the employee being deemed to have resigned from employment.

## **K. Emergency Leave Donations**

Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, sick, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

The Department Manager must approve, in advance, the donation.

- Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
- Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
- Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.

- The donating employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

Donations are entirely voluntary, and time is to be donated in whole hour increments.

- The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by Article 26.
- Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.

## L. Bereavement Leave

In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year-round employee up to eighteen (18) hours of bereavement leave, as provided below.

For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive ~~work days~~workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When travel to a distant greater than 400 miles or other circumstances require an absence longer than three (3) consecutive ~~work days~~workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.
3. If the employee requests to take a cumulative leave of longer than five (5) consecutive ~~work days~~workdays, the District may allow the use of accrued vacation or compensatory time.

An employee desiring to attend a funeral of others than described above may be given the time off, provided he/she so notified his/her Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, management or compensatory annual leave.

## M. Jury Duty and Witness Leave

The District encourages employees to fulfill their civic responsibilities by serving jury duty when called or appearing as a witness. Employees must inform their Supervisor of the need for time off for jury or witness duty as soon as they receive a notice or summons from the court.

1. Regular full time non-exempt employees who are called for jury or witness duty due to a job-related subpoena shall be paid the difference between their regular wages and any jury/witness payment received by him/her, except travel pay, for such duty up to a maximum of 10 days per calendar year.
2. Exempt employees will receive their full salary unless they are absent for a full workweek and perform no work.
3. Part-time Year-Round employees will receive a max of 40 hours to use towards Jury Services in a ~~12-month~~12-month period of time.
4. If an employee in a non-exempt status is required to remain on jury or witness duty over the allowed amount of time, they may opt to work a flexible schedule as approved by the General Manager.

An employee who is required to participate in jury duty or testify in court or in any other legal proceeding may be required to provide written verification from the court clerk for performance of jury service. If an employee is required to serve jury duty beyond the period of paid jury duty leave, they may use any available vacation or may request an unpaid jury duty, witness duty or witness service leave of absence. They must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor can make arrangements to accommodate the absence. If an employee is a witness on behalf of the District, regular salary, less payment received for services, shall be continued. If at least two hours of work time remains after any day of jury selection or jury duty, they will be expected to return to work for the remainder of their work schedule.

An employee may retain any mileage allowance or other fee paid by the court for jury services.

## N. Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take paid time off to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be a maximum of two hours. An employee requesting time off to vote shall give his or her Supervisor at least two (2) days' notice, and must provide proof of voting to the Supervisor upon returning to work.

## O. Volunteer Civil Service Personnel

Employees are eligible for unpaid leave to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel or for related training. A Supervisor should be notified by an employee if they are a civil service volunteer in case it is necessary to take time off for emergency duty. When taking time off for emergency duty, employees must alert their Supervisor before doing so as early as possible and provide documentation of service on their return.

## P. Workers' Compensation

Employees who have a work-related illness or injury are covered by workers' compensation insurance. The workers' compensation benefits provided to injured employees may include:

- Medical care
- Cash benefits, tax free, to replace lost wages
- Assistance to help qualified injured employees return to suitable employment

To ensure workers' compensation benefits are received an employee needs to:

- Immediately report any work-related injury to their Supervisor within 24 hours.
- Notify the Administrative Services Department who will schedule an appointment at an in service provider/clinic for initial treatment. If the event of an emergency requiring immediate care, 911 may be called. It is an employee's responsibility to work with the Administrative Services Department to seek medical treatment and follow-up care if required.
- Complete an Employee Accident Report.
- Complete a written Employee's Claim Form (DWC Form 1) and return to the Administrative Services Department.
- Provide the District with a certification from the health care provider regarding the need for workers' compensation disability leave, as well as eventual ability to return to work from the leave.

The District provides medical treatment for work-related injuries through a medical provider network approved by the District's workers' compensation insurance, which the District has chosen to provide medical care to injured employees because of their

experience in treating work-related injuries. . All employees and volunteers must go to the clinics and hospital listed on the website, <http://www.eiampn.csac-eia.org>.

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under FMLA and CFRA, will be placed on FMLA/CFRA leave during the time they are disabled and unable to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a rolling 12-month period.

An employee taking workers' compensation leave who is eligible for and placed on FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The employee must make payments for his or her share of continued premiums, or risk losing coverage under the District's plan. Payment is due when it would otherwise be made by payroll deduction. The continued participation in health benefits begins on the date leave first begins. In some instances, the District may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on workers' compensation leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the District in conjunction with the federal COBRA guidelines by making monthly payments to the District or insurance carrier for the amount of the applicable premium. Employees should contact the Administrative Services Department for further information.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Workers' compensation benefits usually do not cover absences for medical treatment. When a work-related illness or injury is reported, the employee will be sent for medical treatment, if treatment is necessary. They will be paid their regular wages for the time spent seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If an employee has accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

If an employee does not have accrued, paid sick leave, or if he/she used all of the sick leave, the employee may choose to substitute vacation for further absences from work, related to the illness or injury.

Neither the District nor its insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during voluntary participation in any off-duty

recreational, social or athletic activity sponsored by the District, even if such activities take place at a District sponsored event, such as a staff picnic or other social gathering. Participation in all such activities, even if planned or sponsored by the District, is not considered part of their job duties or employment responsibilities and should be considered entirely voluntary.

## Q. School Activities

Employees are encouraged to participate in the school activities of their child(ren). Any employee who is a parent or guardian of a pupil and who is requested to appear at the pupil's school pursuant to section 48900.1 of the Education Code will be granted time off without pay, provided the employee gives reasonable notice to their Supervisor. Any employee who is a parent, guardian or grandparent having custody of one or more children in Kindergarten or grades 1-12, inclusive, or attending a licensed day care facility, may take up to a total of forty (40) unpaid hours for all such children each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in activities of the school of any child or to address school emergencies, provided the employee gives reasonable notice to their Supervisor. The employee may elect to use vacation, comp time or holiday time in lieu of leave without pay.

## R. Employee Literacy Assistance

Employees who desire assistance in enrolling in an adult literacy education program should contact the Administrative Services Department. Human Resources will assist an employee in locating and enrolling in a literacy education program. Employee requests will be kept confidential as requested.

## ~~S. Military Leave~~

~~Employees who enter fulltime duty in the armed services shall be granted all benefit and reinstatement rights as required by applicable law.~~

~~Employees who are members of a National Guard or Military Reserve unit will be granted an unpaid leave of absence for annual military training.~~

~~An employee must present the Administrative Services Department with official duty orders along with a written request for such a leave of absence. They may elect to take the time off without pay, to receive full annual vacation benefit or to receive vacation pay only for that portion of time not covered by military base pay.~~

## ~~13. Military Family Leave~~

~~The District will comply with any applicable Federal or State laws regarding Military Family Leave.~~



~~14. Military Caregiver Leave~~

~~The District will comply with any applicable Federal or State laws regarding Military Caregiver Leave.~~

~~15. Qualifying Exigency Leave~~

~~The District will comply with any applicable Federal or State laws regarding Qualifying Exigency Leave.~~

~~16. Leave to Care for Covered Servicemember~~

~~The District will comply with any applicable Federal and State laws regarding Leave to Care for Covered Servicemember.~~

**T.S. Victims of Domestic Violence, Sexual Assault or Crime Leave**

Except as provided in the Sick Leave section of this Policy Manual, employees who are victims of domestic violence, sexual assault, stalking or other crime shall be given time off without pay as necessary for obtaining legal relief, including but not limited to a temporary restraining order or other injunctive relief for the employee's protection as well as his/her child's protection or to attend to judicial proceedings. Time off from work is also extended to employees who are not the victims of a crime but are immediate family to or registered domestic partners of such victims. Employees who are victims of domestic violence, sexual assault or other crime shall also be given time off without pay as necessary for seeking medical attention, seeking assistance or services from a domestic violence shelter, program or rape crisis center, obtaining psychological counseling or participating in activities designed to ensure the victim's safety and well-being.

An employee who takes time off is required to provide the Administrative Services Department with reasonable advance notice unless such notice is not feasible. The employee must also provide documentation to the Administrative Services Department, such as a police report indicating the employee was a victim of domestic violence, a restraining order or any other evidence certifying a court appearance or documentation from a medical professional, health care provider, domestic violence advocate, or counselor that the employee is undergoing treatment for physical or mental injuries or abuse. Victims of domestic violence, sexual assault or other crime may use any available sick, vacation, personal or compensatory time off while on such leave. The total time taken for leave for victims of domestic violence, sexual assault, or stalking may not exceed twelve (12) weeks and is not in addition to unpaid time provided under the Family and Medical Leave Act (FMLA).

**U.T. Organ and Bone Marrow Donation Leave**

An employee may take a paid leave of absence up to 30 business days to donate his or her organ to another person in ~~any one~~anyone (1) year period. The one year starts

from the date the employee takes a leave pursuant to this section and shall consist of 12 consecutive months.

An employee may take a paid leave of absence up to five (5) business days to donate his or her bone marrow in any ~~one year~~one-year period. The one year starts from the date the employee takes a leave pursuant to this section and shall consist of 12 consecutive months. The employee must provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation. The District may require the employee to take up to five (5) days of sick or vacation time for bone marrow donation and up to two (2) weeks of sick or vacation time for organ donation.

### ~~V.A.~~ Sick Leave

~~Sick leave is a benefit that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.~~

~~Except as stated in any bargaining agreement or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to receive twenty four (24) hours of sick leave upon completion of six (6) pay periods (84) calendar days.~~

~~Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of 1 hour or more.~~

~~In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.~~

## **W.U. Reservation of Right by the District**

This section sets forth only a maximum of the discretionary time allowed for leaves of absences and is not to be construed as an indication of entitlement to a leave of the maximum duration for any employee. Furthermore, other than as dictated by law the District reserves the right to fill or eliminate the employee's position as required by business necessity (e.g., the District's ability to find a qualified temporary replacement).

# **ARTICLE ~~613~~ - BENEFITS**

The District provides a comprehensive array of benefits. Further details regarding the benefits set forth below can be obtained from the Administrative Services Department.

## **A. Holidays**

The District provides regular full-time employees 12 paid holidays on the days listed below:

- New Year's Day – January 1<sup>st</sup>
- Martin Luther King Jr. Birthday – Third Monday in January
- Presidents' Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4<sup>th</sup>
- Labor Day – First Monday in September
- ~~Columbus Day~~Indigenous Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day- December 24<sup>th</sup>
- Christmas Day – December 25<sup>th</sup>

For most employees, if a holiday falls on Saturday, the holiday will be observed on the Friday before, and holidays falling on Sunday will be observed on the Monday after.

- Regular full-time non-exempt employees will receive straight time pay for holidays. Paid holiday leave will be equal to the number of hours an employee regularly would have been scheduled to work had it not been a holiday.
- Part-time Year-Round employees will receive straight time pay for holidays. Paid holiday leave will be equal to 6 hours.

To receive holiday pay, they must work the normal ~~work day~~workday immediately before and after the holiday. If on approved leave (e.g., vacation) they will receive the holiday leave pay and that day will not be counted against approved leave accrual.

If an unscheduled day off is taken, then they will not receive holiday pay, unless a doctor's note can be provided. A full-time employee who is required to work on a District holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.

An employee must be in a normal regularly scheduled work status to receive holiday pay. Management can change or modify any of the holidays based on business needs. The District Administration Office is closed on the holidays listed above; however, other facilities and programs may be open on a holiday.

If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday compensatory time must be used within ~~60~~90 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

## **B. Federal Social Security Act**

The Federal Social Security Act covers full time and part time year-round employees. The plan is designed for future security and that of the employee's dependents and provides for retirement, disability, death, survivor and Medicare benefits. The plan requires equal contribution from both the employer and the employee. District employees participate through payroll deductions. Part time restricted employees do not pay into Social Security..

## **C. California Public Employee Retirement System (CalPERS)**

The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five (5) years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.

Part-time year-round employees may become eligible if they work over 1000 hours in a fiscal year. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.

According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District, as well as any applicable bargaining agreements or other local policy or manual.

See the Administrative Services Department for additional details.

Except as otherwise provided in the CalPERS contract with the District or other applicable bargaining agreement or MOU, the retirement formulas are as follows:

#### **~~D. California Public Employee Retirement System (CalPERS)~~**

~~The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.~~

~~Part time year round employees may become eligible if they work over 1000 hours in a fiscal year. See the Administrative Services Department for additional details. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.~~

~~According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.~~

1. For employees with a hire date before March 31, 2011 the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
  - a. Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).
  - b. All represented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August

2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.

2. For employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.
  - a. Employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013 will be responsible for paying a 7% employee contribution rate.
3. For employees with a hire date on or after January 1, 2013 who are new PERS members, as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
  - a. Employees hired after January 1, 2013 who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees' Retirement Law.

#### **E.D. Deferred Compensation 457 Plan**

The District provides a Deferred Compensation 457 Plan for employees in order to assist in planning for their retirement. Deferred compensation is a benefit that provides the opportunity for employees to invest with their own pre-tax contributions into a retirement plan by means of a pre-tax payroll deduction. For information regarding eligibility, contributions, benefits, and tax status, contact the Administrative Services Department. All eligible participants will receive a summary plan description.

#### **F.E. Insurance Programs**

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need. The District at its discretion may pay any or all premiums including but not limited to medical, dental, vision, short term disability, long term disability and life insurance coverage for eligible employees. In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. In accordance with federal law, staff classified as seasonal and temporary employees are not eligible to participate in these insurance plans. Part time employees may be eligible for benefits as approved by the Board of Directors.

Employees who begin working for the District and submit their insurance application between the first and the 15th day of the month may have health insurance coverage begin on the first of the following month, while those who submit their application between the 16th and the last of the month may be covered from the first day of the second calendar month. After these dates, employees may enroll or change plans during the open enrollment period that occurs annually.

The coverage and benefits available under the insurance plans provided by the District are set forth in the insurance plan itself, any applicable bargaining agreements, and other local policy or manual for. Specific information about the plan is distributed to employees at the time of hire; questions can be directed to the Administrative Services Department. The terms, conditions, coverage, and benefits may be changed at any time.

### **G.F. Unemployment Insurance**

The District is self-insured for the Unemployment Insurance Fund on behalf of its employees. Claims are made through the Employee Development Department. Employees do not pay into State Disability Insurance (SDI).

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If they have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

### **H.G. Other Employee Paid Benefits**

The District may make additional benefits available to employees at a cost.

### **I.H. Employee and Family Discounts**

In order to promote wellness for employees and their immediate family the following discounts are offered:

Swim Passes – two (2) free twenty (20) entry swim passes will be offered to employees on a yearly basis.

District Run Programs– 25% off.

Drop-In Games – free access to drop-in games.

Parking Pass – 25% off parking pass for Camarillo Grove Park.

## **H.L. Training Programs, Seminars, Conferences, Lectures, Meetings or Other Outside Activities**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the District or the individual employee. Attendance at such activities, whether required by the District or requested by individual employees, requires the written approval of the General Manager or his/her designee. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance to their Supervisor. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with a Supervisor in advance.

A report of all expenses incurred along with receipts must be submitted within 10 days of the event/travel date on the District's "Travel and Expense Reimbursement" form available from Accounting. This form must be submitted with all receipts and records in order to properly support and account for expenses. Proper completion of this form requires the employee to gather together in one place all facts relative to the travel experience. All expenses, whether personally incurred, charged to the District, charged to a District credit card, or paid through a District check request, must be reported on this form after completion of the trip.

Travel includes all work away from the District, such as attendance at meetings, (both formal and informal), training programs, seminars, conferences, lectures, or other outside activities. Travel expenses include transportation, meals, lodging, registration, and any related incidental expenses (such as telephone, tips, and car rental). The destination can be a location close by (e.g. lunch after a meeting at a restaurant), or at a great distance (e.g. training out of state).

## **K.J. Compensation During Travel Away From the District**

When the trip originates from the employee's home, time spent commuting, traveling to and from an authorized business event is considered time worked and will be compensated.

When the trip originates from the employer's work location, all time spent commuting to and from an authorized business event is considered time worked and will be compensated.



Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

For recording expenses incurred, please refer to the District's Travel Policy.

### **L.K.**            **Educational Assistance Program**

The District will provide educational assistance to regular represented full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.

1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.
3. All courses are to be taken at a time that does not interfere with the District operations. Veterans eligible for education benefits from the Federal Government or the State of California must maximize such benefits before applying for reimbursement under this program.

Effective July 1, 2022, District will replace the prior program and fund up to two (2) represented employees 100% of their cost for tuition and books for a maximum of up to two thousand dollars (\$2,000) per employee per fiscal year.

1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
2. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
3. Receipts for tuition and books must be submitted within thirty (30) days of course completion.

Employees must remain with the District for a minimum of one (1) year after the completion date of any course for which Educational Assistance Funds were received. If the employee leaves employment prior to one (1) year, they will have thirty (30) days from resignation or termination to reimburse the District for all educational financial assistance received.

The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

## **M.**

### **N.L. Americans With Disabilities Act**

The District provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

An applicant or employee who desires a reasonable accommodation for testing or to perform the essential job functions should make such a request in writing to the Administrative Services Department. The request must identify the job or testing related functions and the desired accommodations. Following receipt of the request, the District may require additional information, such as reasonable documentation of the existence of a disability and restrictions.

The District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

After receipt of sufficient documentation of a disability and/or fitness for duty report, the District will arrange for a discussion, in person or via telephone conference call, with the applicant or employee, and any representative(s). The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship on the District's finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee or applicant of its decision as to reasonable accommodations in writing.

## **M. Other Employee Paid Benefits**

The District may make additional benefits available to employees at a cost.

## **N. Recording Expenses Incurred**

Please refer to the PVRPD Travel Policy.

# ARTICLE ~~715~~ - STANDARDS OF CONDUCT

## A. Punctuality and Attendance

~~To maintain a safe and productive work environment, the District expects all employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on working operations; w~~Employees are expected to be punctual and have regular attendance. ~~Any tardiness or absence causes problems for fellow employees and Supervisor. When absent, assigned work must be performed by others.~~

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and will result in disciplinary action.

If unable to report for work on any particular day, an employee must, under all but the most extenuating circumstances, call their Supervisor at least one hour before the time they are scheduled to begin work. If an employee calls in less than one hour before their scheduled time to begin work and do not arrive in time for their assigned shift, they may be considered tardy for that day. In all cases of absence or tardiness, employees must provide their Supervisor with an honest reason or explanation. Employees also must inform their Supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their Supervisor and their absence continues for a period of three (3) consecutive days, this will be considered abandonment of employment and voluntary resignation by the employee.

## B. Dress Code and Other Personal Standards

~~This policy is intended to provide general guidelines on dress and appearance and is not meant to address all styles of dress or all situations that may arise. If this policy causes concern due to religious beliefs, medical conditions or any other legally protected class, please contact the Administrative Services Department to discuss appropriate options for accommodation. Questions as to what constitutes proper attire and grooming can also be discussed with the Administrative Services Department.~~

### 1. Business CasualProfessional Attire

Attire should reflect positively on the District and from the public's point of view and instill confidence in professional abilities. This can be defined as ~~Business Professional CasualAttire. BusinessProfessional-casual~~ clothing that is acceptable or appropriate for business dress attire includes (but not limited to):

**Shirts/Blouses:** Collared shirts, tops, sweaters, or blouses. Ties and suits or sport coats, as required by a supervisor.

**Pants/Slacks:** Slacks and dress pants.

**Dresses/Skirts:** Business dresses and skirts.

**Inappropriate business attire** Jeans, sweats, shorts, off the shoulder or backless attire, low cut tops, strapless or spaghetti strap dresses, halter tops, tank tops, are not acceptable office attire. Revealing clothing such as low cut tops/blouses, transparent/ see through attire, and short dresses/skirts are not acceptable.

Clothing must be in good business taste and appropriate for job functions. Clothing should not be revealing, overly tight, particularly short or low-cut, transparent or torn.

All footwear is expected to be appropriate and safe to the employee's position and work environment. Shoes are to be neat, clean, and in good repair. ~~however, clothing must be in good business taste and appropriate for job functions. Clothing should not be revealing, overly tight, particularly short or low-cut, transparent or torn.~~ Proper shoes should be worn while on duty and be suitable for the duties of the job required to perform. At no time should flip flops be worn. ~~Employees are expected to practice good hygiene, and adhere to appropriate grooming (hair, nails, makeup, body decorations, and fragrance).~~ The District reserves the right to request that the employee change any attire that is deemed to be offensive and/or distracting to the public or coworkers.

Based on the nature of job duties and departments appropriate attire may differ. Department Managers or Division Supervisors may issue specific guidelines concerning any exceptions to this Policy.

## **2. Grooming**

Employees are expected to practice good hygiene, and adhere to appropriate grooming (hair, nails, makeup, body decorations, and fragrance). Hair must not interfere with the employee's ability to perform duties. Hats should not be worn indoors. Beards, mustaches, and sideburns should be kept clean and neatly trimmed in a professional style. Facial hair must not interfere with the employee's ability to perform duties.

Tattoos or body piercings other than in the ears that are deemed inappropriate by Management must be covered.

### **17.3. Professional Logo / Business Casual Attire**

District approved logo attire includes logo shirts, sweaters, and jackets worn with appropriate casual pants, shorts, or skirts. Appropriate casual attire includes polo and regular shirts, denim wear, khakis, and corduroy pants. If employees choose not to wear

logo attire on designated casual days, appropriate casual attire must be worn as listed above.

The District observes a casual dress ~~day on Thursday and Friday~~every day except when expected to meet with representatives of the public or other entities. Employees required to wear safety equipment or clothing still must do so on a casual dress day. Examples of Business Casual Attire clothing includes (but not limited to):

<u><b>Shirts/Blouses:</b></u>	<u>Polo collar knit, golf shirts, company logo wear, blouses, shirts, jackets or sweaters</u>
<u><b>Pants/Slacks:</b></u>	<u>Khakis, corduroys, jeans (in good conditions), skorts and capris.</u>
<u><b>Inappropriate casual attire</b></u>	<u>Sweatpants, leggings, exercise wear, shorts, low-rise or hip-hugger pants, shirts with graphics, beachwear, crop tops, spaghetti straps, “Staff” t-shirts, flip flops, athletic shoes, tennis shoes, croc-like sandals, and slippers</u>

All employees required to wear uniforms provided by the District must take care of their uniforms and report any wear or damage to their Supervisors. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your Supervisor.

### **C. Off-Duty Conduct**

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District’s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the District’s or their own integrity, reputation or credibility. Off-duty conduct by an employee that adversely affects the District’s legitimate business interests or the employee’s ability to perform his or her job will not be tolerated.

### **D. Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling in a professional and courteous manner, their immediate Supervisor should be called immediately.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask an immediate Supervisor, Department Manager or the General Manager to intervene.

## **E. Confidentiality**

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of work employees may have access to confidential information regarding the District, its suppliers, its customers, or fellow employees. It is each employee's responsibility to prevent revealing or divulging any such information unless it is necessary for them to the performance of their assigned duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by a Supervisor. Any breach of this Policy will not be tolerated and legal action may be taken by the District.

## **F. Solicitation and Distribution of Literature**

In order to ensure efficient operation of the District's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on District property. The District has enacted the below rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas, except where otherwise stated in MOU. All employees are expected to comply with these rules. Any employee who is in doubt concerning the application of these rules should consult with the General Manager or designee.

1. Employees may be allowed to use breakrooms or other designated common areas to solicit or promote support for organizations. Material may not be advertised on District-owned bulletin boards for longer than a two-week period though this limitation does not apply to Unions' posting rights, which are spelled out in the MOU between the employer and the Union.
2. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
3. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed. Except for union representatives as set forth in the applicable MOU, ~~Under no circumstances will non-employees will not be permitted to solicit or to distribute written material for any purpose on District property.~~
4. No employee of the District shall knowingly solicit, either directly or indirectly, for a candidate for elective office political funds or contributions, pecuniary or otherwise, from any other employees of the District or from

persons on the employment lists of the District. No employee of the District shall permit the services of his/her division or agency to be utilized to solicit or process any political contribution, pecuniary or otherwise, from other employees of the District.

Notwithstanding the provisions of this Section, an employee is not prevented from communicating through the mail or by other means requests for political funds or contributions to a significant segment of the public which may include employees of the District. An employee also is not prevented from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of employees of the District. A ballot measure shall be defined as any constitutional amendment or other proposition submitted to a popular vote at any election. The aforementioned activities are prohibited during the regular working hours of employees, and no public funds shall be used for any of the aforementioned activities at any time.

5. No employee of the District shall participate in political activities of any kind while he/she is in District uniform.

## **A. Outside Business or Employment**

While employed as a Full-Time employee by the District, employees are expected to devote their energies to their jobs with the District. The following types of employment, education classes or extracurricular activities, elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the District.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the District.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the District.
- Additional employment that requires the employee to conduct work or related activities on District property during the employer's working hours or using District facilities and/or equipment.
- Additional employment that directly or indirectly competes with the business or the interests of the District.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Administrative Services Manager explaining the details of the additional employment. If the additional

employment is authorized, the District assumes no responsibility for it. The District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## 1. Definition:

Outside employment is defined as any work, service or other act performed by an employee other than his/her District duties for which the employee receives compensation. In addition to work for another employer, outside employment includes, but is not limited to:

- Landscaping
- Teaching
- Bookkeeping
- Painting
- Self-employment
- Sale of commercial or homemade products
- Construction

Inconsistent and incompatible employment is defined as, but is not limited to work that: a) Results in a conflict of interest, b) Gives the impression that outside activities are official acts, c) Detracts from job performance with the District, d) Causes the employee to be less effective or productive, e) Tends to impair the mental or physical capacity of the employee, f) Is subject to District regulation, and g) Takes time and attention away from District business.

## 2. Procedures for Requesting Authorization for Outside Business or Employment:

All employees shall request authorization for any outside business or employment in addition to their employment with the District on a standard form, Request for Authorization of Outside Business or Employment, provided by the District, prior to beginning date of business or employment.

If a request is disapproved by the Department head, the employee may request review by the General Manager, who shall make a final decision in writing to the employee within twenty (20) calendar days, after making or causing to be made wherever investigation that he/she deems necessary.



Sick leave will not be granted for any injury arising out of or injured in connection with any outside business or employment. Paid leave, with the exception of annual vacation leave and holidays, shall not be used for outside business or employment. A leave of absence from the District employment shall not be granted for the purpose of pursuing outside business or employment.

On an annual basis, employees will resubmit the Request for Authorization of Outside Business or Employment and note on the form that the request is an annual update. An employee terminating his/her outside business or employment shall notify the Administrative Manager or designee in writing.

### **F.G. Conflicts of Interest**

Employees are responsible for adherence to the District's Conflict of Interest Code and all applicable rules or polices and State law regarding conflicts of interest. Further, they must avoid situations involving actual or potential conflicts of interest. Personal involvement with a competitor, supplier, or subordinate employee of the District, which impairs an employee's ability to exercise good judgment on behalf of the District, creates an actual or potential conflict of interest. Supervisor-subordinate personal relationships also can lead to Supervisory problems, possible claims of harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this Policy should immediately and fully disclose the relevant circumstances to their immediate Supervisor, or the Administrative Services Manager or designee, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the District may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose an actual or potential conflict of interest shall constitute grounds for disciplinary action.

### **3. Form 700 - Statement of Economic Interests**

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

The following classifications are required by the District to complete this form:

- Board of Directors
- General Manager
- Administrative Services Manager
- Parks Services Manager
- Recreation Services Manager
- Park Supervisor
- Recreation Supervisor
- Administrative/Development Analyst

#### 4. Personal Use of District Contractors

The District prohibits personal use of contractors that have current contracts with the District in an amount of \$5,000 or more. This will be applied to all employees who work in a capacity where they can make a decision or a board recommendation on who is hired.

#### **G.H.** Acceptance of Gifts

Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was intended to influence them or could be expected to influence them in the performance of their official duties, or was intended as a reward for any official action on their part.

(a) Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.

(b) An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.

#### **H.I.** Public Records Act, Government Code §6253

Public records are open to inspection by the public at all times during office hours and every person has a right to inspect any public record except as exempted (Government Code §6253 (a)). District guidelines can be obtained at the Administration Office.

## **I.J. Business Conduct and Ethics**

Public confidence is important to any organization. For a Special District entity, public confidence is vital. To warrant continued public trust, public entities and their employees and officials must be above reproach, steadfastly adhering to the highest ethical standards and business practices. The District expects each employee to follow such standards and practices at all times.

### **1. Conduct**

Each employee should adhere to high standards of professional and personal behavior on and off the job. Deficiencies in personal or business conduct can result in disciplinary action including termination of employment or removal as a volunteer.

### **2. Dishonest Acts**

Committing a dishonest act, attempting to defraud the public, shoplifting, theft, etc. or a breach of trust is not permitted. Employees cannot use District funds for personal use. Discharge from employment or official removal for certain dishonest, fraudulent, and criminal acts is required by certain regulatory agencies and governing laws.

### **3. Abiding by the Law**

Because laws and regulations governing federal entity operations are complex and changing, it is difficult for any volunteer or employee to know them all. The best safeguard is to strictly follow the operating rules, policies, and procedures in District manuals and handbooks.

If it is believed another employee or an official has committed a dishonest act or breached this policy in any way, report the incident to a Supervisor, Manager, or the General Manager immediately.

### **4. Conducting Non-District Business**

Employees may not conduct personal business or business for another employer during their scheduled working hours.

## **I.K. News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only staff designated or approved by the General Manager should comment to news reporters on District policy or events relevant to the District.

## **K.L. Drug and Alcohol Abuse**

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Employees must be in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. The employee's Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

## 1. Policy

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs in conformance with prescribed directions does not violate this policy per se, failure by an employee to notify his/her Supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search unless it is an emergency or the District deems it is not practical to have the employee present." Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their Supervisors or Administrative Services Department for additional information.

## 2. Application

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

For purposes of this Section, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) for any purpose other than the purpose for which it was prescribed or manufactured;, or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “Drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of his/her duties, including, but not limited to the following including derivatives of: alcohol, coca leaves, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

A complete listing of controlled substances may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined at 21 CFR 1300.11 through 1300.15. A copy of Schedules I through V of Section 202 of the Controlled Substances Act shall be kept on file with the District, and will be available for inspection by an employee on request.

“Conviction” is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

## 3. Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at anytime while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty

or on standby duty, unless attending a District sponsored event where alcohol may be served;

3. submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or his/her designated representative;
4. notify his/her Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
5. provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

#### 4. Management Responsibilities and Guidelines

Managers and Supervisors are responsible for reasonable enforcement of this policy.

Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or Supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual):

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
- Physical altercation;

- Unusual behavior;
- Verbal altercation;
- Possession of alcohol or drugs;

Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or Supervisor should arrange for the employee to be safely transported home.

Managers and Supervisors shall not physically search the employee, nor shall they search the personal possession of an employee without the freely given written consent of, and in the presence of, the employee.

Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.

## 5. Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.



## 6. Results of Drug and/or Alcohol Analysis

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her Supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts.

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained Supervisor/Manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made that the violation took place.

## 7. Confidentiality

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Administrative Services Department. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

## ~~L.M. Anti-Harassment and Anti-Discrimination, Discrimination, and Abusive Conduct Policy~~

The District is committed to providing a work environment free of unlawful harassment and discrimination. District policy prohibits all forms of harassment and unlawful discrimination in the workplace. This includes harassment or unlawful

discrimination based in regard to sex, gender, gender identity or expression, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, military/veteran's status, marital status, medical condition, ~~or~~ sexual orientation, or any other characteristic protected by federal, state or local law ("protected status"). Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the District, is not justifiably linked to successful job performance.

This policy applies to all employees, vendors, and visitors. The District does not tolerate sexual or other unlawful harassment of employees at the work place or in any work-related situation by anyone. The District also prohibits unlawful discrimination and harassment of non-employees by employees in connection with any administration, enforcement, business, service or professional relationship with the District . If, after a prompt and thorough investigation, it is determined that an employee has engaged in discrimination and/or sexual or other harassment, that employee will be disciplined, up to and including discharge. The District will also seek to protect employees from harassment by non-employees in the work place or in work-related situations.

## 1. Harassment; Discrimination

The District strictly prohibits unlawful discrimination or harassment of employees in the workplace against any protected status of person as set forth above. Unlawful dDiscrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her for the sole reason that he or she is a member of a legally protected class.

Harassment ~~–~~includes all forms of offensive or unwelcome physical or verbal conduct that interferes with an employee's work or creates an offensive or hostile working environment, based on an employee's protected status. Such conduct constitutes harassment when (a) submission to such conduct is made a condition of employment, either expressly or implied, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. It is also unlawful to discriminate or harass based on the perception or association of a protected status.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;

- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

## 2. Sexual Harassment

Sexual harassment of all types towards employees in the workplace is specifically prohibited and is illegal, unacceptable, and will NOT be tolerated. Under state and federal law, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is offensive to the person or persons. It is illegal whenever (a) submission to such conduct is made a condition of employment, either expressly or implied, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can occur between members of the same or opposite sex and is prohibited whether it involves a co-worker, a supervisor, or persons doing business with or for the District.

Examples of sexual harassment include unwelcome sexual propositions or marriage proposals; unwelcome hugging, kissing, or other offensive physical contact or a sexual nature; lewd gestures, remarks, or innuendos; unwelcome discussions of sexual practices or anatomy; and sexually offensive posters, photographs, drawings, cartoons, jokes, stories, nicknames, or comments about appearance.

## 3. Mandatory Training

All employees who are hired by the District will be given a copy of this Policy Manual and will receive guidance from the District on its provisions and the District's commitment to provide a workplace free from harassment, discrimination, and retaliation. In addition, all supervisors and employees will be trained in accordance with the requirements of FEHA (Government Code § 12950.1) and implementing regulations.

## 4. Reporting and Investigating Complaints of Discrimination or Harassment

Any employee who believes he or she has been unlawfully discriminated against or harassed should bring the matter to the attention of the employee's supervisor immediately and provide a full and accurate report of the underlying facts either verbally or in writing. Where the employee's supervisor is the alleged harasser, the employee

should bring the matter to the attention of the Administrative Services Department. Employees are urged to report to the employee's Supervisor, but this is not required if the employee feels uncomfortable in doing so, or if the employee believes the supervisor is the harasser. In all cases, employees are free to report such problems directly to the Administrative Services Department.

Upon notification of a harassment complaint, the Administrative Services Manager or designee shall promptly and in good faith commence or conduct an investigation of the complaint and supervise and/or investigate the complaint. The investigation will generally include interviews with (1) the complainant; (2) the accused harasser; and (3) any person that is believed to have relevant knowledge concerning the complaint. This may include victims of similar conduct.

All such reports will be kept confidential to the greatest extent possible, but some disclosure will be necessary to conduct a proper investigation. In each case, the employee reporting the problem will receive a written reply from the Administrative Services Manager or designee on the results of the investigation and whether appropriate action has been taken. Any employee who is not satisfied with the reply may appeal to the General Manager and will receive a reply in writing.

## 5. Additional Resources

FEHA (California Govt. Code Sections 12940 et seq.) prohibits unlawful discrimination or harassment based on a protected status. Employees may file complaints about sexual harassment or other illegal employment discrimination with the California Fair Employment and Housing Commission (FEHC), or with the California Department of Fair Employment and Housing (DFEH). The DFEH is authorized to accept and investigate complaints of employment discrimination, and to mediate settlements. The FEHC has authority to issue accusations against employers, conduct formal hearings, and award reinstatement, back pay, damages, and other affirmative relief. Employees may also file complaints with the federal Equal Employment Opportunity Commission (EEOC). Additionally, the EEOC can be reached at (800) 669-4000 or on the Internet at [www.eeoc.gov](http://www.eeoc.gov), and the DFEH can be reached at (800) 884-1684 or (916) 478-7200 or on the Internet at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## 6. Retaliation

The District prohibits retaliation against any employee because of the employee's truthful and good faith opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination investigation, proceeding, or hearing. Any retaliatory action because of such opposition or participation will not be tolerated; and may also be unlawful. Opposition to perceived harassment or discrimination includes threatening to file a discrimination complaint with the EEOC, the DFEH, or court, or complaining about alleged employment discrimination or harassment to a manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf

of another employee or made by the employee's representative. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected. Participation includes filing, testifying, or assisting in any manner in an investigation, proceeding, hearing, or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights.

Employees who believe they have been retaliated against in violation of this Policy may inform the Administrative Services Department, and investigation of complaints shall be conducted as provided in this policy. FEHA prohibits retaliation against employees because they have filed a complaint with the DFEH, participated in an investigation, proceeding, or hearing with either agency, or opposed by practice made unlawful by the FEHA.

Malicious Complaint: While the District vigorously defends its employee's right to work in an environment free of sexual harassment, it also recognizes that false accusations of sexual harassment can have serious consequences. Accordingly, any employee who is found, through the District's investigation, to have knowingly falsely accused another person of sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

## **M.N. Workplace Violence**

The District does not tolerate any act or behavior which can be perceived as threatening, hostile, and/or violent. No employee shall make any threat, either physical or verbal, against a co-worker, supervisor, or member of the public. No employee, other than those required by their position, shall bring a weapon (exclusive of personal defense chemical spray) of any type to a District facility, including parking lots and public streets outside or immediately adjacent to a District building or place in a District vehicle or equipment. Violation of this "zero tolerance" policy will lead to discipline, up to and including termination. An employee, having demonstrated a legitimate need and having obtained any necessary certification, may bring a personal defense chemical spray to a District facility including parking lots and public streets outside or immediately adjacent to a District building or place in a District vehicle or equipment, if first approved by their Department Manager having demonstrated a legitimate need and having obtained any necessary certification. the Administrative Services Department.

All employees are required to report immediately to their Supervisor and Manager any threats or incidents of violence. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. Supervisors and Managers are required to investigate, or to cause to be investigated, incidents of violence or threats of violence to maintain department safety. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. The District will not tolerate retaliation against any employee who reports workplace violence or participates in any investigation.

Effective January 1, 1995 the Workplace Violence Safety Act became law. Pursuant to California Code of Civil Procedure Section 527.8, employers are permitted to seek temporary restraining orders (TRO) and an injunction to protect employees who have been the subject of actual or threatened unlawful violence in the workplace.

### **N.O. Sexual Assault, Domestic Violence & Stalking**

The District shall comply with California Labor Code Sections 230 and 230.1 which prohibits discrimination or adverse employment action against an employee who is a victim of domestic violence, sexual assault, or stalking, for taking time off from work to address such domestic violence, sexual assault, or stalking, for seeking medical attention, counseling, participating in safety planning or obtaining services from a domestic violence shelter program or rape crisis center.

Employees who are victims of sexual assault, domestic violence, or stalking may use available vacation, personal leave, accrued paid sick leave, or compensatory time off unless the employee is covered by a collective bargaining agreement that provides for different rights regarding use of leave. An employee without available leave may still take time off for such purposes. Employees have a right to request, as a reasonable accommodation, that employers make changes in the workplace to ensure their safety.

As a condition of taking time off for the purposes set forth under Labor Code Section 230 and 230.1, the employee is required to give their supervisor reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible. In the event of an unscheduled absence due to domestic violence, sexual assault and/or stalking, the District will not take any action against the employee if the employee, within a reasonable time after the absence, provides [a] written certification to the employer.

### **O.P. Abusive Conduct and Bullying**

It is the policy of the District to maintain a workplace free from any form of abusive conduct or bullying. The receiving of any complaints of alleged acts of abusive conduct or bullying will be taken seriously and will be promptly and objectively investigated, and offenders will be appropriately disciplined.

"Abusive conduct" is defined under Government Code Sections §12950.1(g)(2) as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employee's legitimate business interests. For example, abusive conduct may take the form of, but not limited to, repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe or egregious.

Another form of abusive conduct may also be referred to as bullying. In addition to the above definition, examples of workplace bullying may include, but not limited to the spreading of malicious rumors, or insulting someone by word or behavior, ridiculing or demeaning someone, picking on someone or setting them up to fail, exclusion or victimization, unfair or discriminatory treatment, overbearing supervision or other misuse of power or position, making threats or comments about job security without basis, slapping, pushing, shoving, punching, or otherwise physically attacking someone, or deliberately undermining a competent worker by unnecessarily overloading their work and constant criticism.

If an employee is bullied because of their race, gender, religion, sexual orientation, disability, age, or any other protected status, he or she may have a claim for harassment and discrimination.

The District shall provide all employees with training against abusive conduct/bullying, as required by law.

### **P.Q. Open-Door Policy / Grievance Process**

Suggestions for improving the District are always welcome. If an employee has a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving, excluding any disciplinary action, the following steps should be taken:

#### **1. Appeal to Supervisor**

In order to minimize potential misunderstandings first discuss any problem, concern, or grievance with the direct Supervisor. It is expected that any problem or grievance is addressed as soon as possible after the occurrence of the problem. Supervisors will make an effort to promptly investigate the matter and attempt to resolve the problem or provide an explanation or, where warranted, propose a remedy within one week from the occurrence, unless circumstances require a longer period.

#### **2. Appeal to Manager (as applicable)**

If unsatisfied with the response or resolution by the Supervisor, the employee and their Supervisor may request an appointment with the Supervisor's direct report (Manager, or General Manager) within ten (10) working days, as applicable. The Services Manager or General Manager may then schedule an interview with the employee and attempt to resolve the problem within a reasonable period of time.

#### **3. Appeal to Administrative Services Manager or Designee**

Should an employee not receive an answer or resolution from his/her Supervisor or Manager which is satisfactory to the employee, the employee may refer the matter to the Administrative Services Manager for further review within ten (10) working days. The Administrative Services Manager may then schedule a meeting with the employee and

attempt to investigate and resolve the matter within a reasonable period of time. If assistance is needed with the complaint, or it is preferred to make a complaint in person, contact the Administrative Services Manager. It is encouraged that employees bring the matter up as soon as possible if the immediate Supervisor or Manager has failed to resolve it.

#### 4. Appeal to General Manager

If an employee remains unsatisfied with the response or resolution of the matter by his/her Supervisor, Manager, and the Administrative Services Manager, the employee may request an appointment with the General Manager of the District. The General Manager may, in their discretion, then arrange an interview with the employee and attempt to resolve the problem. The General Manager's decision will be considered final and conclusive for all parties.

This procedure is important for both the employee and the District and it cannot be guaranteed that every problem will be resolved to the employee's satisfaction. However, the District values observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation. This procedure does not alter the at-will nature of employment with the District.

## ARTICLE 98 - SEPARATION FROM SERVICE /TERMINATION

### A. Separation of Employment

Termination of employment is a regular and inevitable aspect of personnel activity within any organization, and many of the reasons for termination are routine. District management is not at liberty to divulge information concerning termination of employment except to the employee involved. Below are examples of some of the most common circumstances under which employment is terminated, either with or without cause, consistent with every District employee's at-will employment status:

1. Separation/Resignation: Employment termination initiated by an employee who chooses to leave the organization voluntarily, or by an employee who fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her Supervisor. An employee who desires to separate from employment shall submit a written resignation giving at least two (2) weeks' notice. The General Manager may consent to accepting less than two weeks as adequate notice to be considered in good standing.
2. Termination/Discharge: Employment termination initiated by the District. Another type of separation from employment may occur and initiated by the



District when, upon completion of the interactive process under statutory law, it is determined that an employee is unable to perform the essential functions of their position with or without a reasonable accommodation, or an accommodation poses an undue hardship to the District.

3. Layoff: Involuntary employment termination initiated by the organization for reorganization, efficiency and/or economic reasons.
4. Retirement: Voluntary retirement from active employment status initiated by the employee.
5. Death of Employee: Immediate family should notify the District as soon as possible.

The District will generally schedule exit interviews at the time of employment termination. If a termination occurs on a non-work day, an exit interview will be scheduled the next business day. The exit interview will afford an opportunity to discuss such issues as continuation of employee benefits, suggestions for improving employment conditions, complaints, questions or the return of District owned property. Notwithstanding this practice, since employment at the District is “at will” and based on continuing mutual consent, both the employee and the District have the right to terminate employment at any time, with or without cause.

Employees will receive their final compensation upon termination in accordance with applicable Federal and State laws. An employee who has submitted their resignation will receive his/her final check the next pay period. For any other reason for termination, the employee will receive their final paycheck within 72 hours. Any terminating employee will be paid for all work and accrued, unused vacation through the last day worked. Also, if applicable a prorated cell phone stipend.

The District does not generally make payments of “severance” compensation, other than salary and compensation amounts to which employees are entitled by law.

All District owned property and equipment, including vehicles, keys, cell phones, uniforms, identification badges, and credit cards must be returned immediately upon termination of employment. Employees who fail to return such property will be liable for the cost of replacement and/or other damages incurred by the District.

## **B. Reductions in Workforce**

District may lay off an employee because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The General Manager will identify those classifications which will be reduced which will

minimize the impact and will meet the necessary reduction in force requirements as determined by the District.

In determining which employees will be subject to layoff, the District will take into account among other things, operation and requirements, the skill, productivity, ability, seniority and past performance of those involved.

Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employee(s) being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources or designee of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

## ARTICLE 97 – SEIU REPRESENTED EMPLOYEE DISCIPLINE

~~C.~~

### **Prohibited Conduct**

~~The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and District operations also may be prohibited. Falsifying employment records, employment information, or other District records;~~

- ~~1. Recording the work time of another employee or allowing any other employee to record one's own work time, or falsifying any time card, either the employee's own or another employee's time;~~
- ~~2. Theft and deliberate or careless damage or destruction of any District property, or the property of any employee or customer;~~
- ~~3. Removing or borrowing District property without prior authorization;~~
- ~~4. Unauthorized use of District equipment, time, materials, or facilities;~~

- ~~5. Provoking a fight or fighting during working hours or on District property;~~
- ~~6. Participating in horseplay or practical jokes on District time or on District premises;~~
- ~~7. Carrying firearms or any other dangerous weapons on District premises at any time;~~
- ~~8. Engaging in criminal conduct;~~
- ~~9. Causing, creating, or participating in a disruption of any kind during working hours on District property;~~
- ~~10. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Supervisor or member of management, or the use of abusive or threatening language toward a Supervisor or member of management;~~
- ~~11. Using abusive language;~~
- ~~12. Failing to notify a Supervisor when unable to report to work;~~
- ~~13. Unreported absence of three consecutive scheduled workdays;~~
- ~~14. Failing to obtain permission to leave work for any reason during normal working hours;~~
- ~~15. Failing to observe working schedules, including rest and meal breaks;~~
- ~~16. Failing to provide a physician's certificate when requested or required to do so;~~
- ~~17. Sleeping or malingering on the job;~~
- ~~18. Making or accepting personal telephone calls, including personal cell phone calls, of more than five minutes in duration during working hours, except in cases of emergency;~~
- ~~19. Working overtime without authorization or refusing to work assigned overtime;~~
- ~~20. Wearing disturbing, unprofessional or inappropriate styles of dress while working;~~
- ~~21. Violating any safety, health, security or other District policy, rule, or procedure;~~

~~22. Committing a fraudulent act or a breach of trust under any circumstances;~~

~~23. Engaging in any act of unlawful harassment of another individual;~~

~~24. Acts which are incompatible with or inimical to the public service.~~

~~Any other conduct unbecoming to the District or contrary to District goals and policies is cause for discipline, up to and including termination, in the sole discretion of the District. This statement of prohibited conduct does not alter the District's policy of at-will employment. Either the employee or the District remains free to terminate the employment relationship at any time, with or without reason or advance notice.~~

## **A. Discipline Of Represented Employees**

Violation of the law, District policies and rules may warrant disciplinary action. The District may impose disciplinary measures. The system is not formal, and the District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order. The District's disciplinary policy in no way limits or alters the at-will employment relationship.

Supervisors are expected to counsel, or give a warning regarding an employee's performance, conduct, attitude or for some other reason as needed. Supervisors will document all disciplinary actions and employees are allowed to submit their own written response. In certain cases, employees may be terminated without prior counseling or warnings.

The individual circumstances, nature of the offense, and the employee's prior work record may be used among other factors to determine the appropriate action to be taken. While the District attempts to notify employees when their performance or behavior is unsatisfactory, the District may elect to terminate any employee at any time depending on the nature and/or seriousness of the infraction.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay

- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

## 1. Admonishment or Reprimand

Admonishment and reprimand represent the two mildest forms of disciplinary action and neither type results in the loss of pay for the employee. These actions may be oral or written and constitute only a warning to the employee that he is not satisfactorily fulfilling the duties and responsibilities of their position. If the admonishment or reprimand is written and a copy is sent to the Administrative Services Manager, it shall become part of the employee's official personnel file. If a grievance is sustained then the written reprimand shall be purged from the record. No record of an oral reprimand shall be placed in the employee's official personnel file unless subsequent action is necessary. The Supervisor shall, however, make note of the date, time and content of the warning. Such records shall be made with full knowledge of the affected employee, evidenced by the employee's signature and date.

## 2. Demotion/Reduction in Pay

The appointing authority may demote or reduce in pay any employee whose ability to perform his required duties falls below standard, or for other disciplinary purposes. Such demotion/reduction in pay may be for a specified period of time with the understanding that the employee may be reinstated to the class from which he was demoted provided that agreed upon conditions set by the appointing authority are met to the satisfaction of the appointing authority. No employee shall be demoted to a position for which he does not possess the minimum qualifications.

## 3. Suspension

The appointing authority may suspend a regular employee from his position at any time for cause. The appointing authority may suspend an employee not to exceed twenty (20) working days. No employee shall be penalized by suspension for more than twenty (20) working days in any twelve (12) month period for disciplinary reasons. Suspensions shall be reported immediately to the Administrative Services Manager.

## 4. Discharge

An employee may be discharged for cause at any time by the appointing authority. Whenever it is the intention of the appointing authority to discharge an employee, the Administrative Services Manger shall be notified. Any represented employee who has been discharged shall be entitled to pre-disciplinary procedural due process which is outlined in the MOU.

## **D.B. Disciplinary Action Discipline of Unrepresented and At-Will Employees**

Violation of the law, District policies and rules may warrant disciplinary action. The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

## **C. Grounds for Discipline**

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare, and District operations also may be prohibited.

- 25-1.** Falsifying employment records, employment information, or other District records;

- ~~26.2.~~ Recording the work time of another employee or allowing any other employee to record one's own work time, or falsifying any time card, either the employee's own or another employee's time;
- ~~27.3.~~ Theft and deliberate or careless damage or destruction of any District property, or the property of any employee or customer;
- ~~28.4.~~ Removing or borrowing District property without prior authorization;
- ~~29.5.~~ Unauthorized use of District equipment, time, materials, or facilities;
- ~~30.6.~~ Provoking a fight or fighting during working hours or on District property;
- ~~31.7.~~ Participating in horseplay or practical jokes on District time or on District premises;
- ~~32.8.~~ Carrying firearms or any other dangerous weapons on District premises at any time;
- ~~33.9.~~ Engaging in criminal conduct;
- ~~34.10.~~ Causing, creating, or participating in a disruption of any kind during working hours on District property;
- ~~35.11.~~ Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Supervisor or member of management, or the use of abusive or threatening language toward a Supervisor or member of management;
- ~~36.12.~~ Using abusive language;
- ~~37.13.~~ Failing to notify a Supervisor when unable to report to work;
- ~~38.14.~~ Unreported absence of three consecutive scheduled workdays;
- ~~39.15.~~ Failing to obtain permission to leave work for any reason during normal working hours;
- ~~40.16.~~ Failing to observe working schedules, including rest and meal breaks;
- ~~41.17.~~ Failing to provide a physician's certificate when requested or required to do so;
- ~~42.18.~~ Sleeping or malingering on the job;

- ~~43-19.~~ Making or accepting personal telephone calls, including personal cell phone calls, of more than five minutes in duration during working hours, except in cases of emergency;
- ~~44-20.~~ Working overtime without authorization or refusing to work assigned overtime;
- ~~45-21.~~ Wearing disturbing, unprofessional or inappropriate styles of dress while working;
- ~~46-22.~~ Violating any safety, health, security or other District policy, rule, or procedure;
- ~~47-23.~~ Committing a fraudulent act or a breach of trust under any circumstances;
- ~~48-24.~~ Engaging in any act of unlawful harassment of another individual; or
- ~~49-25.~~ Acts which are incompatible with or inimical to the public service.

Any other conduct unbecoming to the District or contrary to District goals and policies is cause for discipline, up to and including termination, in the sole discretion of the District. This statement of prohibited conduct does not alter the District's policy of at-will employment. Either the employee or the District remains free to terminate the employment relationship at any time, with or without reason or advance notice.

## ARTICLE 107 - HEALTH AND SAFETY

### A. Safety Policy

It is the policy of the District that accident prevention shall be of high importance in all phases of operation and administration. It is the intention of the District to provide safe and healthy working conditions. It is, therefore, a basic requirement that each Supervisor make the safety of employees part of his/her regular Supervisory function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported. All employees are responsible for the housekeeping duties that pertain to their jobs. Any injury that occurs on the job must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that has occurred.



## B. Safety Training

All new employees will be provided a safety orientation during their initial assignment to the job. The orientation will be conducted by a Safety Committee representative, Manager, or Supervisor. It will cover the District safety rules and safe practices required for their job assignment as well as a copy of the Injury and Illness Prevention Program. Employees given a new job assignment will be provided safety training regarding any new hazards.

To ensure that all employees receive appropriate training, all District employees will participate in:

Scheduled safety meetings

Additional training as job duties or work assignments are expanded or changed.

Other training programs as appropriate.

Further training will be provided whenever employees are exposed to new processes, machinery, equipment chemicals and/or previously unrecognized hazards.

## C. Heat Illness

The District is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All Supervisors are trained in the prevention of heat illness. Refer to the District's *Injury Illness and Prevention Program* or talk to a Supervisor for details on how to ensure protection from heat illness dangers.

## D. Security/Workplace Violence

The District has developed guidelines to help maintain a secure workplace. Employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Any suspicious persons or activities should be reported to Management personnel. An employee's desk or office should be secured at the end of the day. If called away from the work area for an extended length of time, employees should not leave valuable and/or personal articles in or around workstations that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. A Supervisor should be notified immediately when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

The District's workplace security and violence program is described in detail in the District's *Illness and Injury Prevention Program (IIPP)*.

## **E. Recreational Activities and Programs**

The District or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **F. Inclement Weather/Natural Disasters**

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

### **1. Inclement Weather**

Conditions that excuse absence from work include flooding, heavy rainstorms, hail, road closure and power outages. If weather conditions prevent an employee from safely traveling to work, they must notify their immediate Supervisor by phone, if telephone service is functional, or by any other available means.

### **2. Natural Disasters**

In the event of a natural disaster such as earthquake, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact a Supervisor immediately, if possible.

The safety of employees' families should be the employees' first priority in these situations, and then they can contact a Supervisor for instructions on when and where to report.

## **G. Ergonomics**

The District is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The District will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The District believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

For questions about ergonomics, contact the Administrative Services Manager.

## H. Employees Who Are Required to Drive

The following Policy is established for the use of the District–owned vehicles and private vehicles in the conduct of official business of the District:

### 1. District Vehicles

The use of motor vehicles for other than official purposes shall be prohibited.

Only employees over 18 years of age are permitted to drive for the District.

No person shall operate any vehicles owned and maintained by the District unless such person is an employee of the District and has a valid operator’s license issued by the California Department of Motor Vehicles. Any person operating a vehicle owned and maintained by the District is responsible for observing all rules and regulations as prescribed for the safe operations, maintenance and security of such vehicle.

No person shall be a passenger in any vehicle owned or maintained by the District unless one of the following conditions is met:

Such person is an employee of the District

Such person has a business relationship with the District, and transportation in such vehicle of the District is necessary

Such person is a family member of an employee of the District and the transportation of such person is necessary to attend a business meeting or event which such person is volunteering or an invited guest.

### 2. Private Vehicle Use

Employees who drive their own vehicles on approved District business will be reimbursed upon submission of a District Mileage Report to Accounting.

Reports should be submitted monthly listing beginning and ending mileage for each trip with the purpose of the trip. Mileage will be reimbursed at the rate designated by the Internal Revenue Service.

The District will not be responsible for any damages, parking tickets, equipment violation citations or moving violations incurred while operating a vehicle on District business.

Those who are required to drive a District vehicle or their own vehicles on District business will be required to provide proof of a current valid driver’s license and current effective insurance coverage before the first day of employment.

The District participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

## **I. Use of Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, District employees are required to stop the vehicle in a safe location so that they can safely use their cell phone or similar device.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. Employees must not use hand held cell phones for business purposes while driving. Should an employee need to make a business call while driving, he/she should locate a lawfully designated area to park and make the call or use a hands-free speaking device such as a speakerphone/earpiece.

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**EMPLOYEE COPY**

**ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION  
and PARK DISTRICT ~~EMPLOYEE MANUAL~~PERSONNEL POLICY MANUAL AND  
TERMS OF EMPLOYMENT**

I have received my copy of the Pleasant Valley Recreation and Park District's ~~Employee Manual~~Personnel Policy Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual.

UNREPRESENTED EMPLOYEES \_\_\_\_\_  
Initial

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages, and working conditions and locations at any time. I understand and agree that other than the General Manager of Pleasant Valley Recreation and Park District, no Manager, Supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing, signed by the Board of Directors.

I understand and agree that nothing in the ~~employee Manual~~Personnel Policy Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the District.

REPRESENTED EMPLOYEES \_\_\_\_\_  
Initial

I understand the Memoranda of Understanding between SEIU Local 721 and the Pleasant Valley Recreation & Park District supersedes any contradicting language contained in the Personnel Policy Manual/Personnel Policies and Procedures.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Please Print)

The information in this handbook supersedes all previously issued publications, documents or memoranda that would be in conflict with the provisions set forth herein.

## **TO BE RETAINED IN THE EMPLOYEE'S HANDBOOK**





## **PERSONNEL POLICY MANUAL**

### **Administrative Office**

(Community Center/Senior Center)  
1605 E. Burnley St., Camarillo 93010

### **Parks Department Office**

(Located at Freedom Park)  
480 Skyway Dr., Camarillo 93010  
(805) 482-5396



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# ARTICLE 1 – GENERAL INFORMATION

## **A. Purpose and Intent**

The purpose of this Personnel Policy Manual (Policy Manual) is to establish a system of uniform and appropriate personnel policies and procedures which will provide the Pleasant Valley Recreation and Park District with a productive, efficient, stable and representative workforce by incorporating the following principles:

- Recruiting, selecting and advancing employees on the basis of their relative ability, education, training, knowledge, and skills relevant to the work to be performed and providing progressive employment programs which encourage and support employee development.
- Establishing and maintaining a uniform plan of classification and pay based upon the relative duties and responsibilities of positions.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination based on race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation or disability with proper regard for their privacy and constitutional rights.
- Establishing ethical standards of conduct required of employees which will promote the proper operation.

## **B. Scope; Validity**

Except as stated herein, this Policy Manual shall govern and affect personnel administration for all employees of the District, except for the following:

- Board of Directors of the District
- General Manager
- General Counsel
- Volunteer personnel who provide services to the District without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the District); and
- Outside and independent contractors, engaged to provide expert, professional, technical or other services.

If any provision of this Policy Manual conflicts or is inconsistent with any applicable bargaining agreement or MOU, any local, State, or Federal law, the provisions of said

bargaining agreement or MOU, any local, State, or Federal law shall apply over this Policy Manual.

This Policy Manual is not intended to and does not supersede any provision of applicable collective bargaining agreements to which the District is a party specifically, the Memorandum of Understanding (MOU). The Policy Manual shall also not supersede any local, State, or Federal statutes, rules, and/or regulations.

### **C. Administration; Right to Revise**

Except as provided by law, local regulation, or applicable bargaining agreement or MOU, this Policy Manual provides employment policies and practices of the District in effect at the time of publication. All previously issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this Policy Manual are superseded.

The General Manager is authorized to issue written administrative orders to establish procedures and practices for administration of the District personnel system and to interpret or clarify any provisions of the Policy Manual; subject to any meet and confer requirements under the Meyers Milias Brown Act (MMBA) for represented employees.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, or work rules stated in this Policy Manual or in any other document. However, any such changes must be in writing and must be signed by the General Manager and approved by the Board of Directors of the District. Additionally, prior to the implementation of any such changes affecting represented employees, the District shall complete all meet and confer requirements under the MMBA, as applicable.

Any changes to this Policy Manual will be distributed in writing to all employees so that employees will be aware of the new policies or procedures. No oral statements, representations, or conduct can in any way alter the provisions of this Policy Manual.

### **D. At-Will Employment Of Certain Employees**

District personnel who are employed on an at-will basis may be terminated with or without cause and with or without notice at any time by the District. Nothing in this Manual shall limit the right to terminate at-will employment of such employees. Except as otherwise provided by a written employment agreement, a bargaining agreement or MOU, or other applicable local, state, or federal law or order, nothing in this Policy Manual creates a property right in, or an expectation of, continued employment at the District.

### **E. Equal Employment Opportunity**

The District is an equal opportunity employer and makes employment decisions on the basis of merit. District policy prohibits unlawful discrimination based on race, color, creed, gender, gender expression or identity, religion, marital status, registered domestic

partner status, age, national origin or ancestry, pregnancy, childbirth or related medical conditions, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity or any other consideration made unlawful by Federal, State, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and prohibited.

The District is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in District operations and prohibits unlawful discrimination by or against any employee of the District, including Supervisors and co-workers.

The primary objectives of this Policy are as follows:

- Ensure the recruiting, hiring and training for all job classifications are done without regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation.
- Ensure that employment decisions further the principle of Equal Employment Opportunity.
- Ensure that promotion decisions further the principle of Equal Employment Opportunity and that those criteria which are not discriminatory for promotions be used.
- Ensure that other personnel policies and procedures governing compensation, benefits, transfers, training, tuition assistance and recreation programs are administered without regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation.

## ARTICLE 2 – EMPLOYMENT INFORMATION

### **A. Employment Categories**

It is the intent of the District to clarify the definitions of employment and employment classifications in order to understand employment status and benefit eligibility. These classifications do not guarantee employment for any specific period of time and should not be deemed as any modification to the at-will nature of employment at the District as described above.

## 1. Full Time Employees

Regular full-time employees are those who are regularly scheduled to work and work 80 or more hours in a two-week period, or 2080 hours per calendar year. Full-time employees are eligible for District benefits. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.

## 2. Part-Time Year-Round Employees (1,000+ hours/year)

Part-time year-round employees who are classified to work over 1,000 hours per fiscal year may be eligible for pro-rated benefits as approved by the District. The intent of the District is that part-time year-round employees report a total of 1,560 hours per fiscal year and to not exceed 1,700 hours with the General Manager's approval. This will average out to 30 hours per week.

## 3. Part-Time Employees

Part-time employees are those who are scheduled on average 19 hours per week and do not exceed 960 hours per fiscal year, unless an additional 20 hours, for a total of 980 hours, have been approved by the General Manager. Part-time employees are not eligible for District benefits except as required by law.

Seasonal or temporary employees may be scheduled to work any number of hours per week with no regular schedule but may not work more than 960 hours per year fiscal year. Seasonal employees are typically hired for a particular seasonal need, no longer than a four (4) month period. They are not eligible for any District benefits except as required by law.

A Retired Annuitant (CalPERS retiree) who, without applying for Reinstatement from Retirement, returns to work for the District in a designated retired annuitant position has equal responsibility along with the District to ensure the potential employment is lawful. Without exception, the retired annuitant may work a maximum of 960 hours per fiscal year. Nonpaid or volunteer hours cannot be used in order to exceed 960 hours.

Employees who must work 20 hours per week must not do so for longer than a four (4) month period within a fiscal year.

## 4. Exempt Employees

An exempt employee based on duties and responsibilities, does not fall under certain wage and time requirements of Federal and State regulations. An exempt employee does not receive overtime or compensatory time off. Exempt employees are required to record their hours worked on a timecard.

## **5. Non- Exempt Employees**

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Nonexempt employees are required to record their hours worked on a time clock and/or timecard. All employees, unless notified otherwise by management, are nonexempt.

## **6. Represented Employees**

A represented employee is represented by a union or bargaining representative and is covered under a bargaining agreement or MOU.

## **7. Non-represented Employees**

A non-represented employee is not represented by a union or bargaining representative and is not covered under a bargaining agreement or MOU.

## **8. At-Will Employees**

Except as otherwise stated in an employment agreement, bargaining agreement, or MOU, all employees of the District are employed on an at-will basis, which means they may be terminated with or without cause and with or without notice at any time by the District.

# **B. Probationary Periods – New Hires & Promotional Appointments**

## **1. Non-At-Will Employees – Probationary Period**

The purpose of the probationary period is to train, observe and evaluate a non-at-will employee. The probationary period for non-at-will employees is one (1) year for new employees, and six (6) months for promotional employees. During this time, the non-at-will employee will learn their responsibilities and get acquainted with fellow co-workers, and the District will determine whether or not they are satisfied with said employee's performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review prior to the conclusion of the probationary period.

During the probationary period, the non-at-will employee may be terminated with or without cause. Any such action may be taken without notice and shall be without the right of appeal. If a promotional employee is rejected during the probationary period from a position to which the employee has been promoted, the employee shall be reinstated to a position in the class from which the employee was promoted, unless discharged for cause. If no vacancy exists in such position, the employee shall be placed on a re-employment list as provided in this Policy Manual.

Upon satisfactory completion of the probationary period, the non-at-will employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall be so informed in writing through his/her supervisor. After the end of the probationary period, any disciplinary action resulting in a loss of pay to the non-at-will employee will require prior notice and an opportunity to respond, in accordance with Article 9 of this Policy Manual.

Non-at-will employees within their probationary period do not receive District benefits unless stated in this Policy Manual. During the probationary period, full time and part time year-round non-at-will employees are eligible for health insurance and paid holidays upon hire date and shall accrue vacation and sick time. Probationary employees may utilize their accrued leave including vacation, sick, jury duty, bereavement or any other special days after completing their initial 90 days of employment. At-Will Employees – Introductory Period

At-will employees are not subject to a probationary period and may be terminated with or without cause and with or without notice at any time by the District. At-will employees are, instead, subject to a 90-day introductory period upon hiring. During the introductory period, at-will employees are not eligible to receive District benefits unless stated in this Policy Manual; however, they are eligible for health insurance and paid holidays upon hire date and shall accrue vacation and sick time. Thereafter, upon the conclusion of the 90-day introductory period, they may make use of any accrued leave to which they are entitled.

### C. Re-Hires

Former employees may be considered for rehire provided they left employment with the District in good standing and meet all qualifications of the current open position they are seeking. If they are rehired more than 90 days after leaving District employment, they will not retain credit for length of service for the purpose of calculating vacation and sick leave accrual and anniversary awards.

If the length of time since the end of employment is greater than 30 days the persons under consideration for rehire will be required to complete a new drug, tuberculosis and alcohol screen, physical, references and fingerprint clearance.

Employees who are on any type of leave of absence, work-related or non-work-related, or after completing the work assignment for the season for which they were hired, will be placed on an inactive status. During the time the employee is on inactive status, benefits such as vacation and sick leave benefits by the District will not be earned or continued, and seniority will not continue to accrue. Health insurance will continue under certain circumstances as detailed in the Leaves of Absence policies.



## **D. Work Schedules; Workweek**

The District Administration office is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Parks and facilities are available for rental as otherwise posted or in accordance with District's General Use Policy except with the permission of the General Manager or designee. Immediate Supervisors will assign individual work schedules. All employees are expected to be at their desks or work locations at the start of their scheduled shifts.

The standard workday for employees is eight (8) hours and the standard work week is forty (40) hours to be worked within five (5) consecutive days. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. The workweek begins Saturday at 12:00 a.m. and ends Friday at 11:59 p.m. For payroll purposes, employees who are not working an Alternative Work Schedule will operate under the workweek described above.

## **E. Alternative Work Schedule - 9/80**

The District offers employees in certain work units the opportunity to work an alternative workweek schedule (AWS) based upon the business needs of the District and its management. Employees who are offered the opportunity to work and do work an alternative work schedule are subject to the standards and requirements outlined below.

The 9/80 work schedule has the following requirements:

1. The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.
2. Employees will be assigned to either the 9/80 or the regular 10/80 work schedule and adhere to it. Employees are entitled to revoke the agreement to the alternate work schedule in writing, however; they may not alternate back and forth between the schedules.
3. The Supervisor and the General Manager's approval is needed prior to the start of working a 9/80 work schedule. The 9/80 work weekday off is designated by the Department Manager. The General Manager has the right to designate which day is appropriate for the needs of the District. Once the regular day off is established, it will be considered the regular day off and employees may not switch the day and/or shifts.
4. If a meeting is scheduled on a regular 9/80 work weekday off, employees are still required to attend the meeting unless excused by a Supervisor, Manager or the General Manager. Employees will be paid for this working time, including overtime pay if applicable. Exempt employees will not be compensated.

5. For purposes of the Fair Labor Standards Act, the alternate workweek schedule (9/80) shall begin at 12:00 p.m. on the day in which the employee has a scheduled day off and shall end at 11:59 a.m. seven days later on the same day of the following workweek.

## **F. Nepotism (Employment of Relatives)**

The purpose of this Nepotism policy is to ensure that the hiring and supervision of employees within the District are conducted in a manner which enhances the public's confidence in the District and prevents situations that may have an adverse impact on the District or give the impression of preferential treatment, improper influence, or conflict of interest.

### **1. Definitions**

The following definitions apply to this policy

“Employee” for purposes of this section only, is one who receives a District payroll check for services rendered.

“Fraternization” means a romantic and/or sexual relationship between a Supervisor and subordinate employee within the direct chain of command or same Department.

“Nepotism” means as the practice of an employee using personal influence or power, because of a familial relationship, to aid or hinder another person in securing employment, promotion or other benefit.

“Relative” means immediate family member or spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by blood, marriage or domestic partnership, or other legal action.

“Spouse” means two persons who have a valid marriage or two people who are registered domestic partners, as that term defined by California law, Family Code Section 297, et seq.

“Supervisory relationship” means one in which one employee exercises the right to control, direct, reward, or discipline another employee by virtue of the duties and responsibilities assigned to him or her.

### **2. Prohibition Against Nepotism and Fraternization**

It is the intent of the District not to discriminate in its employment or personnel actions with respect to employees and applicants on the basis of marital or familial status. A relative or a person with whom an employee shares a romantic and/or sexual

relationship will be considered for employment, promotion, or transfer, provided the person:

- Has made an application in accordance with established procedure;
- Has been considered in accordance with established procedure;
- Possesses the necessary qualifications; and
- Is considered to be the most suitable candidate.

When a relative or a person with whom an employee is engaged in a romantic and/or sexual relationship is being considered for employment, promotion, or transfer, the employee shall have no involvement in the recruitment, employment, promotion, or transfer of the person, either directly or indirectly, nor shall that employee take any action that would directly or indirectly impact the employment of the relative or individual with whom there exists a romantic and/or sexual relationship.

An appointing authority shall not appoint, promote, or transfer a person to a position within the same Department in which the person's relative or individual with whom there exists a romantic and/or sexual relationship already holds a position, when such employment will result in any of the following:

- A direct or indirect supervisory relationship.
- The two employees handling financial transactions together.
- The two employees having regular job duties which require performance of shared duties or the same or related work assignment;
- The two employees having the same immediate Supervisor;
- An actual or perceived conflict of interest or having an adverse impact on supervision, safety, security, morale, or efficiency of the workplace that cannot be adequately mitigated.

### 3. Enforcement of Policy

If two employees who work in the same Department become relatives or romantically and/or sexually involved, and one of the conditions sets forth above applies, the Administrative Services Department has discretion to transfer one of the employees to a similar vacant position of comparable pay and duties in another Department. The employee must meet the qualifications of the vacant position. Although the wishes of the employees in question will be given consideration, the Department retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency.

If continuing employment of both employees cannot be accommodated in a manner the Department finds to be consistent with the District's interest in the promotion of safety, security, morale and efficiency, then the Department retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the less senior employee will be separated.

#### **4. Procedure: Applicants**

In implementing this policy, the District's employment application and promotion process shall ask candidates to disclose their relative and/or relationship status to a District employee. Such information shall not be used as a basis for employment decision other than those stated in this policy.

#### **5. Current Employees**

Where two relatives or persons who have a romantic and/or sexual relationship are working in the same Department or within the direct chain of command at the time this policy is adopted, the relationship shall not be deemed a violation of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy. All current employees, at the time this policy is adopted, shall disclose whether they have a relative or person with whom they are romantically involved within the Department or direct chain of command in which they are employed. Failure to disclose such relationship may be a cause for discipline, up to and including termination, as set forth in this policy.

#### **6. Violation of Policy**

If a conflict of interest or other threat to the efficient operation of the District should develop, it is the duty of the involved employees to immediately notify the applicable Department Head and Human Resources Specialist. The District reserves the right to reasonably investigate the situation to determine whether a violation of this policy exists and therefore threatens the working conditions at the District. If the District determines that the proscribed violation of this policy exists, remedial and/or disciplinary measures, including but not limited to a transfer, re-assignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

## **ARTICLE 3 - MANAGEMENT**

### **A. Names and Addresses; Emergency Contacts**

The District is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the District in the event of a name or address change. Employees must also provide the District with at least two current emergency contacts.

## **B. Performance Evaluations**

Each employee will receive periodic performance reviews conducted by his or her Supervisor. The first performance evaluation should take place approximately after the first 90 days. Subsequent performance evaluations will be conducted annually (during the anniversary month of the employee's employment with the District, or month of last promotion). The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The Administrative Services Department will monitor upcoming dates of performance evaluations and will notify Supervisors of performance evaluations to be conducted.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. It is important to remember that increases are not granted automatically and that each job classification is assigned a salary range. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with their Supervisor, and that they are aware of its contents.

## **C. Smoking / Tobacco Products**

There is no smoking of any kind on District property, including any tobacco-related products, all forms of electronic smoking devices, and other vaporizing products.

## **D. Parking**

Reasonable accommodations are made for employees to park their personal vehicles on District property during the employee's work shift. In some areas, due to customer use and clientele, employees are required to park off-site or in the clearly signed and designated employee parking areas. The District is not responsible for any loss or damage to employee vehicles or contents while parked on District property. Employees are responsible for obeying all traffic and civil laws in regard to parking, i.e., handicap stalls, red and/or yellow zones.

## **E. Employer Property**

Lockers, desks, file cabinets, computers, cell phones, office equipment, and vehicles are District property and must be maintained according to District rules and regulations. They must be kept clean and are to be used only for work-related purposes. The District reserves the right to inspect all District property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on District provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a District locker.

The District may periodically need to assign and/or change “passwords” and personal codes for voice mail, e-mail, computer, alarms, and other equipment. These communication technologies and related storage media and databases are to be used only for District business and they remain the property of the District. The District reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Employees do not have a right of privacy in District telecommunication and computer systems, including, but not limited to, voicemail, e-mails, computer data, passwords and District property.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee’s prior consent, upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

Terminated employees are responsible for returning all-District property in good or the same condition it was originally received. All personal items should be removed at the time they leave employment with the District. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee’s termination.

## **F. Employee Property**

An employee’s personal property brought onto District premises, including but not limited to packages, purses, backpacks and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

## **G. Employee References**

All requests for references must be directed to the General Manager or designee. No other Supervisor, coordinator, specialist, lead worker, or employee is authorized to release any type of references for current or former employees.

## **H. Personnel Files**

The Administrative Services Department shall maintain a central personnel file for each employee indicating the employee’s name, original application for employment, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents, and such other information as may be considered pertinent by the Department.

Upon request of the employee, an employee may place documents in the employee's respective personnel files that commend his/her job performance with the District or demonstrates educational attainment.

Disclosures of personnel information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee is prohibited. To the maximum extent possible, no direct information contained in the personnel files shall be disclosed concerning any current or former employee, without the employee's consent, other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment and the nature of separation, resignation, or termination to any person other than the General Manager or designee, General Counsel, Special Legal counsel, the employee's Supervisor, or their designated representatives. An employee or former employee may authorize access the disclosure of information from their file only when written permission is provided to the Administrative Services Department.

Nothing herein shall prohibit the District from keeping or placing documents in an observation folder for the purpose of investigating alleged criminal conduct, to process complaints under the anti-discrimination policies, or complaints from the public. For the purpose of this Section, an observation folder shall not be considered a personnel file, and an employee or the employee's designated representative shall not have access to observation folders nor receive copies of documents placed in such folder.

It is the employee's responsibility to notify the Administrative Services Department of any changes in the employee's address, phone number, marital status, dependent status, name change, training certificates, emergency contact, driving status/record, criminal convictions, or other pertinent information.

Personnel records may be destroyed according to the State of California records retention guidelines, and/or five (5) years after the date of resignation or termination, or in accordance with any provision of the District's system for destruction of public records, and in accordance with other applicable laws.

## **I. Cell Phone Allowance / Stipend Policy**

Full time and part time year-round employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs.

- \$30.00 per pay period given to management and other exempt staff with the expectation that these employees will answer phone calls and respond to urgent emails after hours.
- \$21.00 per pay period given to employees in a Supervisory/lead worker capacity with the expectation that these employees will receive emergency calls from staff after hours.

- \$14.00 per pay period given to staff members who may be away from their desks or not provided a landline for extended business hours.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District owned cell phones. If personal use occurs, disciplinary measures will be implemented. The District may provide On-Call / Call Out cell phones to be used per this section.

Employees receiving an allowance/stipend should consult with either the Administrative Services Department or the designee prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

## **J. Auto Allowance**

Employees may be provided an auto allowance at the discretion of the General Manager and based on their average mileage in a six (6) month period. Employees with an auto allowance may be reviewed every two years or as needed.

## **K. Lactation Accommodation**

The District will provide reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. Employees may use paid rest break times provided by the District. The District will provide a private place to express milk in close proximity to the employee's work area, or the employee's normal work area may be used if it allows privacy

# **ARTICLE 4 – WAGES; PAYROLL**

## **A. Timekeeping Requirements**

Accurately recording time worked and submitting a timecard when it is due is the employee's responsibility. Federal and State laws require the District to keep an accurate



record of time worked in order to calculate employee pay and benefits on the appropriate pay day. Time worked is the time actually spent on the job performing assigned duties.

On a daily basis non-exempt employees should accurately record the time they work. Non-exempt employees may not begin work more than five minutes before the start of their shift or stop working more than five minutes after the end of their shift without prior authorization from their Supervisor. Timecards for non-exempt employees are submitted to Supervisors or other designated staff on the last Friday of the pay period.

In order to track vacation and sick time, and as a tool for Management to evaluate performance, exempt employees must complete a timecard and submit to the General Manager or Department Head on the last Friday of each pay period. The report should reflect the days worked and the hours of leave (and the type of leave) used during the pay period.

It is the employee's responsibility to sign their timecard and to verify the accuracy of all time recorded. Supervisors will review and sign the timecard before submitting it to Accounting for processing. As designated by the Department Supervisor, Supervisory staff will review the timecard(s) for errors, initial and submit to the Supervisor for submission to Accounting. Written timecards must be completed in Blue or Black Ink only, and any handwritten marks or changes on the timecard must be initialed by the employee and a Supervisor (***whiteout is not to be used on timecards.***) Electronically submitted timecards will also be accepted. Altering, falsifying, or tampering with time records, punching in/out or recording time on another employee's time record (even with that employee's permission) is prohibited. Violation of this rule may result in disciplinary action, up to and including termination.

Any errors on a timecard should be reported immediately to a Supervisor/Crew Lead.

## **B. Administrative Pay Corrections**

It is District policy and practice to accurately compensate employees and to do so in compliance with all applicable Federal and State laws. To ensure proper payment for all time worked and that no improper deductions are made, information should be recorded correctly of all work time and paychecks reviewed promptly to identify and to report all errors. In the unlikely event that there is an error in the amount of pay, or in the calculation of accrued vacation or sick leave, or if there is an unauthorized deduction made, the employee should promptly bring the discrepancy to the attention of the Administrative Services Department staff so the correction can be made as quickly as possible. Once underpayments/overpayments are identified, they will be corrected in the next paycheck. If this presents a financial burden to the employee, a manual paycheck may be written as soon as possible.

### **C. Payment of Wages**

Paychecks are normally available by 4 p.m. every other Thursday at the Administration Office as outlined on the District's payroll schedule. Paychecks will be mailed to the current mailing address on file; paychecks will not be available for pick up.

### **D. Payroll Records**

Employees may receive copies of their payroll records within twenty-one (21) days of making a request to the Administrative Services Department to do so. Employees will be charged for the cost of making copies.

### **E. Unclaimed/Lost Paychecks**

Checks lost or otherwise missing should be reported immediately to Accounting so that a "stop payment" order may be initiated. Management will determine when, and if, a new check should be issued to replace a lost or missing check.

### **F. Direct Deposit**

The District encourages automatic payroll deposit for employees. To begin automatic payroll deposit, the correct form must be completed and returned to the Administrative Services Department at least 10 days before the pay period begins.

To stop automatic payroll deposit, complete the form available from the Administrative Services Department and return it at least 10 days before the pay period.

### **G. Pay for Mandatory Meetings / Training**

The District will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- a. Attendance is mandatory;
- b. The meeting, course, or lecture is directly related to the employee's job;
- c. The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her Supervisor;
- d. Employees who attend meetings, lectures or training programs will be compensated at their regular rate of pay;
- e. Any worked hours in excess of 40 hours in a week will be paid at the applicable overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## H. Overtime for Non-Exempt Employees

Employees may be required to work overtime as business necessities arise. For all non-emergency needs, the District will provide as much advance notice as possible to the employee of the need to work overtime as applicable with Federal and State laws. The District will attempt to distribute overtime evenly. All overtime work must be previously authorized by a Supervisor. The District provides compensation for all overtime hours worked by non-exempt employees in accordance with Federal law as follows:

All hours worked in excess of regularly scheduled hours in one workweek will be treated as overtime. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. Except for those employees who work the alternate work schedule (9/80), the workweek begins Saturday at 12:00 a.m. and ends Friday at 11:59 p.m. For those employees who work the alternate work schedule (9/80), the workweek begins at 12:00 p.m. on the day in which the employee has a scheduled day off and ends at 11:59 a.m. seven days later on the same day of the following workweek. Compensation for actual hours worked in excess of 40 worked hours for the workweek shall be paid in accordance with applicable law.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## I. Meal and Rest Periods

Non-exempt employees that work more than five or more hours per day are required to take an unpaid meal period, which must commence before the end of the fifth hour of work. All employees are provided with a 60-minute meal period to be taken approximately in the middle of the workday. However, if scheduled to work no more than six hours during the workday, they can choose to waive their meal period by signing a voluntary written waiver, to skip the meal and go home earlier. This waiver must be in writing and voluntarily signed by the employee and is available from the Administrative Services Department.

Employees wishing to take a 30-minute meal break may do so in lieu of a standard 1-hour meal period with the prior approval from a Supervisor to adjust their work schedule to deduct the 30 minutes they are not taking for a meal break. Meal periods are scheduled by the immediate Supervisor and may not be taken at the beginning or the end of a workday or added to a break. Employees may leave the premises during their meal period.

Employees are allowed a 15-minute rest period for every four hours of work or major portion thereof; 15-minute breaks are paid by the District and do not need to be recorded on timecards. Supervisors will schedule rest periods.

It is expected that employees observe their assigned working hours and the time allowed for meal and rest periods. Rest periods may not be longer than 15 minutes and they must take place on the premises.

## **J. Call in to Work**

The District will pay a minimum of two hours of designated pay to employees who are contacted by and required by their immediate Supervisor or Crew Lead to report to work on a day other than their normally scheduled workday or after their normal workday has ended. This may involve emergency situations.

## **K. Shift Differential Pay**

The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay full time employees a shift differential of two-and-one half percent (2½%) for hours worked between 8:00 pm and 6:00 am.

## **L. Out of Class Assignments**

If it is necessary to specifically assign in writing an employee all of the significant duties of a higher classification for more than 16 consecutive working days (128 regular hours) in duration, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class.

This policy shall apply in temporary situations due to:

- The extended leave or other temporary absence of the employee in the higher classification;
- A vacant position to be filled and there is no valid eligibility list for the classification. In this case, if the Division Head has initiated procedures to fill the vacancy, he/she may assign an employee to fill that position on a temporary basis not to exceed 60 days. If an eligibility list exists for the vacant position, the Division Head may appoint an employee from the eligibility list at the earliest possible date;
- Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.

No regular positions shall be filled by out-of-class appointees for a period longer than 60 days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies approved by the General Manager.

Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled does not constitute working out-of-class.

When an employee is assigned to work in a higher-level classification that entails moving the employee into a different classification other than that which is his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, a part time non-exempt employee temporarily filling a regular full-time position shall receive no benefits nor shall he/she be subject to retirement system payments.

While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular assignment.

At the time an employee returns to his/her regular assigned position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from the appointment. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the General Manager.

The District will not pay employees who report to work but are unable to work due to the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the District's power to control.

### **M. Business Expense Reimbursement**

The District reimburses employees for business expenses two times each month when accounts payable checks are processed. These are the opposite weeks of payroll processing. Employees who have incurred business expenses must submit required receipts and the appropriate form to the Administrative Services Department staff no later than three days before the Monday of the accounts payable processing week. All reimbursable expenses must be submitted within 30 days of time incurred.

Personal and/or vacation travel may be combined with business travel, provided there is no additional cost to the District, and it meets with the approval of the General Manager. The District credit cards are not to be used for personal expenses.

## N. Advances

The District does not permit advances against paychecks or against un-accrued vacation or sick leave.

# ARTICLE 5 – LEAVE OF ABSENCE

The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave may be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.

Employees should contact the Administrative Services Manager or designee for further information.

## A. Vacation

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period of leave, including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation time must be sufficient to cover any requested vacation time off before it can be taken, and vacation leave will not be advanced or paid in lieu of taking actual time off.

It is the mutual responsibility of the employee and his/her Supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached. If accrued but unused vacation leave reaches the maximum, vacation leave shall cease to accrue until such time as leave falls below the maximum accrual limit.

For each pay period vacation will accrue in accordance with the following schedule, subject to the accrual limitations and policies.

FULL TIME			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	3.08	80	160
6-8 Years	3.85	100	200
9-12 Years	4.62	120	240
13-15 Years	5.38	140	280
15(+ Years	6.15	160	320

PART TIME YEAR-ROUND			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	2.31	60	80
6-8 Years	2.89	75	100
9-12 Years	3.47	90	120
13-15 Years	4.04	105	140
15(+ Years	4.61	120	160

Vacation begins to accrue the first payroll period of employment, but no accrued vacation time may be used by new or rehired employees until completion of 90 days of continuous service. Leave may be used in increments of one (1) hour or more. Exempt employees absent for two (2) hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation or one of the other appropriate leave types.

Current accrued vacation is reflected on pay stubs. If an error has been made on an employee's vacation accrual, it should be immediately reported to payroll for a correction or explanation.

Supervisors shall respond to a written request for vacation within five (5) business days from the date in which the employee provides their direct Supervisor the request. Upon the request of the employee, the Supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request; however, the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two (2) weeks in advance and approved by a Supervisor.

Seniority and annual rotation may be taken into consideration when resolving schedule conflicts. The General Manager will make final determinations on disputes over time off requests.

An employee whose employment terminates (including employees in their introductory period) will be paid for accrued unused vacation days.

## **B. Management Leave**

It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District allows regular exempt employees the ability to accrue twenty (20) hours of additional management leave per quarter to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 20 hours will be accrued the first pay dates in January, April, July and October. The maximum accrual cap is 20 hours per quarter, and quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually.

Exempt employees are required to perform a minimum of six (6) hours of work per day; if less than six (6) hours of work per day is performed it is expected that the employee record their time not worked as management leave or one of the other appropriate leave types. If the exempt employee works anything other than their normal workday it is expected that they receive approval from the General Manager or designee, and such hours worked shall be reflected on a timecard.

## **C. Compensatory Time Off**

Full Time employees may accrue compensatory time off hours in lieu of being paid overtime for all worked overtime hours, with approval of their Supervisor. Compensatory time off is accrued at one- and one-half times the regular pay rate of the employee. Approval to work compensatory time must be approved by a Supervisor prior to working. The District has a cap of 80 hours on accrued compensatory balances. No additional compensatory time may be accrued until such hours fall below the maximum allowable accumulation. Employees who cannot accrue additional compensatory time off will be paid for overtime as required by law.

In the event that an employee is promoted, all compensatory time will be paid to the employee on the final paycheck of their previous position.

The granting, recording, and taking of compensatory time off shall be in accordance with established vacation/time off procedures.

## **D. Sick Leave**

Sick leave is a benefit that full time and part time year-round employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.



Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of one-quarter (1/4) hour increments or more.

In cases of diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member, up to one-half of the employee's sick leave accrual for the year (up to 48 hours) can be used to attend to a family member. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the General Manager.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The District shall require certification for use of sick leave for unscheduled absences under this subparagraph.

Except as stated in any bargaining agreement, MOU, or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to accrue sick leave at the rates stated herein.

## 1. Full Time Employees Sick Leave Accrual

Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours at the beginning of each pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

## 2. Part-Time Year-Round Employees Sick Leave Accrual

Employees in this classification will receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning the seventh pay period employees will accrue sick leave at 2.76 hours per pay period.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

## 3. Temporary or Seasonal and/or Part Time Restricted Employees Sick Leave Accrual

Temporary or Seasonal Employees shall receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning their second year of employment the employee will receive an additional twenty-four (24) hours, not to exceed a cumulative total of forty-eight (48) hours.

## 4. Charge for Sick Leave

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one-quarter (1/4) hour increments. Sick leave can only be charged to days the employee was scheduled to work.

## 5. Proof of Illness

A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more.

## 6. Notice of Sickness

The Department Manager or designee must be notified no later than one hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day. If the need for leave is unforeseeable, the employee shall provide notice as soon as possible

## 7. Cash Value upon Termination

Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five (5) years of employment shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours. Employees with 10 years and over of service will be compensated at a rate of fifty percent (50%) and

limited to 1,000 hours. The cash value compensation is based upon salary in effect at the time of Termination.

## 8. Value upon Retirement

Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

## E. Family Care and Medical Leave

The District will provide family and medical care leave for eligible employees, as required by State and Federal law, including leaves under the federal Family and Medical Leave Act (FMLA) (which includes Military Caregiver Leave, also known as Covered Service Member Leave), the California Family Rights Act (CFRA), and the Paid Family Care Leave Act (PFCLA). An individual who is entitled to leave under the FMLA and the CFRA may take Family Temporary Disability Insurance (FTDI) leave concurrently with leave taken under the FMLA and the CFRA.

### 1. Definitions

“12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

“Child” means, under FMLA, a child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. Under CFRA, there is no age limitation or requirement. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child, a stepchild, a legal ward, a son or daughter of a domestic partner, or a son or daughter to whom the employee stands in loco parentis (in place of a parent).

“Parent” means the biological, foster, or adoptive parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. Under CFRA, this term also includes parents-in-law.

“Spouse” means a husband or wife as defined or recognized under California state law for purposes of marriage.

“Domestic Partner” means a partner as defined in Section 297 of the Family Code.

“Family Member” means a Child, Parent, Spouse, or Domestic Partner as defined in this family care and medical leave policy.

“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (*i.e.*, inability to work or perform other regular daily activities because of the serious health condition, treatment involved, or recovery therefrom); or
2. Continuing treatment by a health care provider (*i.e.*, a serious health condition involving continuing treatment by a Health Care Provider as defined under Federal or State law).

## 2. Reasons for Leave

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee or the employee's domestic partner;
2. The placement of a child with an employee in connection with the adoption or foster care of the child by the employee or the employee's domestic partner;
3. To care for an employee's child, parent, spouse, or domestic partner who has a serious health condition (under CFRA, this also includes caring for an employee's grandparent, grandchild, or parent-in-law with a serious health condition); or
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

## 3. Employees Eligible for Leave

An employee is eligible for leave if the employee:

- Has been employed at the District for at least 12 months; and
- Has worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

The District counts FMLA/CFRA leave using a "looking back" method, meaning that if an employee requests FMLA/CFRA leave, the District looks back over the preceding 12 months to determine if the employee has taken FMLA/CFRA leave during that time period. If the employee did take FMLA/CFRA leave, then that time would be deducted from the amount of leave for which the employee is now eligible. If the employee has not taken any FMLA/CFRA leave, then the employee would be eligible for all 12 weeks of FMLA/CFRA leave.

## 4. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks of leave each under FMLA and CFRA during any 12-month period. In most instances, leave under FMLA will run concurrently with CFRA. However, to the extent such leave cannot be run concurrently, the District will utilize the applicable leave entitlements.

When both parents are employed by the District, and leave is requested for the birth or placement for adoption or foster care of a child, the District will grant the aggregate total of 12 workweeks of FMLA leave to both parents. However, under CFRA, each parent will be entitled to take 12 weeks of CFRA leave.

## 5. Minimum Duration of Leave

If leave is requested for the birth, adoption, or foster care placement of a child of the employee or domestic partner, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for at least one (1) day, but less than two (2) weeks' duration on any two (2) occasions.

If leave is requested to care for the employee or the employee's child, parent, spouse, or domestic partner with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

## 6. Benefits While on Leave

Leave under this policy is unpaid. However, an employee may be able to use accrued paid leave. While on leave, the employee will continue to be covered by the District's group health insurance to the same extent that coverage is provided while the employee is on the job.

The employee may be entitled to other, non-District provided benefits under any other federal or state programs such as state disability insurance benefits. The District is not responsible for administering any such benefits.

Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the District will inform the employee whether the premiums should be paid to the carrier or to the District. The coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee will receive a notice at least 15 days before coverage is to cease, advising him or her that he or she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If the employee fails to return to work after his or her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member that would entitle the employee to leave or because of circumstances beyond the employee's control.

## 7. Substitution of Paid Accrued Leaves

While on leave under this policy, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves after requesting FMLA/CFRA leave and Paid Family Care Leave and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave that is FMLA/CFRA-qualifying.

## 8. Employer's Right to Require Employee to Use Paid Accrued Leaves Concurrently with Family Leave

When an employee has earned or accrued paid vacation leave, that paid leave must be substituted for all or part of any (otherwise) unpaid leave under this policy.

An employee is entitled to and may use sick leave concurrently with leave under this policy if:

- The leave is for the employee's own serious health condition; or
- The leave is needed to care for a parent, domestic partner, spouse, or child (or under CFRA, a grandparent, grandchild, parent-in-law, or sibling) with a serious health condition and would be permitted as sick leave under the District's sick leave policy.

An employee may use vacation or sick time concurrently with leave under this policy.

As a condition of an employee's initial receipt of family temporary disability insurance benefits during any 12-month period in which an employee is eligible for these benefits, the District may require an employee to take up to 2 weeks of earned but unused vacation or sick leave (or both) prior to the employee's initial receipt of these benefits. If the District requires the employee to take vacation or sick leave, that portion of the leave that does not exceed 1 week shall be applied to any applicable waiting period for receipt of family temporary disability insurance benefits.

## 9. Employee Notice of Leave

Although the District recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice

as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he or she will need leave in the future but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his or her Supervisor as soon as possible that such leave will be needed. Absent unusual circumstances, such notice may be given in accordance with the District's usual and customary call-in procedures for reporting an absence. The employee must provide notice sufficient to make the District aware that the employee needs FMLA/CFRA-qualifying leave and of the anticipated timing and duration of the leave. If the District determines that an employee's notice is inadequate, the District may delay the granting of FMLA/CFRA leave.

## 10. Medical Certification

Employees who request leave for their own serious health condition or to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, domestic partner, or spouse who has a serious health condition must provide written certification from the qualified health care provider of the individual requiring care. The written certification must come from a physician in the field of which treatment is being sought. The employee will also be required to give periodic reports on the status of themselves or the seriously ill family member.

### *a. Time to Provide Medical Certification*

In order to be granted family and medical leave, the employee must fill out a request form found in Human Resources and provide such medical certification in advance of the leave or as soon as practicably possible thereafter, or within 15 days of notice from the District. After a continuous absence of 30-calendar days for any "covered event," the employee must request family/medical care leave. Failure to comply with these notice rules may be grounds and may result in denial or deferral of the requested leave until the employee complies with this policy.

### *b. Consequences of Failure to Provide Adequate or Timely Certification*

The District will advise the employee in writing what additional information is necessary to make the certification complete and sufficient. The employee will have seven (7) calendar days, unless not practicable under the circumstances despite the employee's diligent good faith efforts, to cure any deficiencies. If the deficiency is not cured, the District may deny the taking of FMLA/CFRA leave.

### *c. Recertification*

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee but paid for by the

District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

## 11. Intermittent Leave or Reduced Schedule Leave

If employee requests leave intermittently (e.g., a few days or hours at a time) or on a reduced leave schedule, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

## 12. Reinstatement on Return from Leave

### *a. Right to Reinstatement*

On expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA leave period.

If a definite date of reinstatement has been agreed on at the beginning of the leave, the employee will be reinstated on the date agreed on. If the reinstatement date differs from the original agreement date between the employee and the District, the employee will be reinstated within two (2) business days, when feasible, after the employee notifies the District of his or her readiness to return.

### *b. Employee's Obligation to Periodically Report on His or Her Condition*

An employee may be required to periodically report on his or her status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

### *c. Fitness-for-Duty Certification*

As a condition of reinstatement of an employee whose leave was based on the employee's own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to perform the essential functions of the employee's job. When reasonable job safety concerns exist, the District may require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent or reduced leave. Failure to provide such certification will result in denial of reinstatement.



## **F. Pregnancy Disability Leave**

Under the California Fair Employment and Housing Act (FEHA), an employee disabled by pregnancy, childbirth, or related medical conditions is eligible to take up to four (4) months (or 88 work days for a full-time employee) of unpaid Pregnancy Disability Leave (“PDL”) leave, and may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous duties, if a health care provider determines such transfer is medically advisable. At the end of the leave, the employee will be reinstated in the same or a substantially equivalent position, unless the position has been eliminated because of a change in business conditions or operations.

There is no minimum amount of time worked to qualify for PDL.

The PDL need not be taken in one continuous period of time; it can also be taken on a reduced schedule or an intermittent, as-needed basis.

Time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are covered by PDL.

### **1. Certification from Health Care Provider:**

The period of leave, including the date upon which the leave shall begin, shall be determined by the employee’s physician. This date shall be based upon the employee’s ability to render service in the current position. The employee must obtain a certification from their health care provider of the pregnancy-related disability or the medical advisability for a transfer to a less-strenuous position and provide it to the General Manager or designee. The certification should include: the date on which the employee became disabled due to pregnancy or the date of the medical advisability of the transfer; the probable duration of the period(s) of disability or the duration of the intermittent leave or transfer to a less strenuous position; and a statement that, due to the disability, the employee is unable to work at all or perform any one or more of the essential functions of the position without undue risk to the employee, the successful completion of the pregnancy or to other persons, or a statement that, due to pregnancy-related disability, an intermittent leave or transfer to a less strenuous position is medically advisable.

### **2. Use of Sick Leave**

The employee is entitled to use accumulated sick leave for the period of time the employee is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto.

### **3. Use of Additional Accrued Paid Leave**

At the employee’s option, any additional accrued time off may be used as part of PDL before taking the remainder of leave as unpaid. While on paid leave, the employee

will continue to accrue vacation and sick leave benefits. Once paid leave is exhausted, the employee will no longer accrue vacation or sick leave benefits.

#### **4. State Disability**

Employees may also be eligible for state disability insurance for the unpaid portion of pregnancy leave.

#### **5. Health Benefits During PDL Leave**

During PDL, group health benefits will continue at the same level and conditions as if the employee had continued working. The time the District maintains health coverage during a PDL will not be used to offset the twelve (12) weeks of coverage under the CFRA, regardless of whether the PDL is designated as FMLA or CFRA leave.

#### **6. PDL Concurrent with FMLA Leave**

PDL leave shall run concurrently with FMLA leave, if the employee is FMLA-eligible. However, it shall not run concurrently with CFRA leave (See Section N below) An employee who is transferring from PDL to CFRA Leave must provide a certificate from the doctor stating that the pregnancy disability has concluded. If more information regarding eligibility for a leave, the impact of the leave on seniority and benefits, and policy for other disabilities, contact the Administrative Services Manager.

#### **7. Return to Work**

Return to service is based upon a doctor's written statement of physical ability to render service. Upon return following PDL leave, the employee is entitled to the same position, if available. If the position has been eliminated, the employee is entitled to a comparable vacant position for which the employee is qualified. Return rights are the same as they would have been had the employee been employed continuously in the position.

#### **8. Seniority**

The employee will continue to accrue seniority while on PDL, whether the leave is paid or unpaid. Employees on pregnancy leave may also be eligible for benefits under the District's Short Term and/or Long-Term Disability Plan. Employees must file a claim in order to receive these benefits. Forms are available from the employee's doctor and the District's Personnel Office.

If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy leave.

A comparable position is one having similar terms of pay, location, job content and promotional opportunities. Failure to return to work after the authorized four month leave period shall cause the pregnant employee to have no reinstatement rights provided there are no other available leaves.

## **G. Coordination of PDL with Family/Medical Leave**

Under the California Family Rights Act of 1993 (CFRA), an eligible employee may request CFRA leave of up to twelve (12) work weeks due to the birth of the child. This unpaid CFRA leave is separate and distinct from the right to take pregnancy disability leave, which is explained in the preceding section of this Policy Manual. If taking a leave for the birth of a child, the basic minimum duration of the leave is two (2) weeks and must conclude the leave within one (1) year of the birth of the child.

There is no requirement that either the employee or the child have a serious health condition to take CFRA leave. The maximum possible combined unpaid leave is four (4) months for pregnancy/childbirth disability if medically required, plus twelve (12) work weeks to care for the newborn child. If more information is needed regarding eligibility for an unpaid CFRA leave or the impact of the leave on your seniority and benefits and coordination with pregnancy disability leave, contact the Administrative Services Manager.

## **H. Military Leave**

The District provides military leaves of absence to employees who serve in the uniformed military services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, and initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for duty.

Total military leave time may not exceed five (5) years during employment, except under specified circumstances required by law. Advance notice of leave is required. Employees must inform their manager of anticipated military leave time as far in advance as possible and submit copies of military orders, training notices, or induction information as soon as received.

In accordance with state and federal law, the District will ascertain the exact status of an employee's call to military leave. The District's obligation to continue an employee's salary and health benefits shall be determined by the type of military duty taken, the employee's military branch, and length of military and District service. Please contact Human Resources for information about your rights before and after taking military leave.

Employees who have honorably completed their military service are eligible for reinstatement. Employees returning from military leave must report for work or submit applications for reemployment within specified time limits, except in limited circumstances required by law:

- Employees returning from a leave of fewer than 31 days must report to work at the beginning of the first full regularly scheduled work period on the first full calendar day following completion of service.
- Employees returning from a military leave of more than 30 but fewer than 181 days must submit an application for reemployment within 14 days of completion of service and must provide documentation that establishes the timeliness of their application for reemployment, as well as the length and character of their military service.
- Employees returning from a military leave of more than 180 days must submit an application for reemployment within 90 days of completion of service and must provide documentation that establishes the timeliness of their application for reemployment, as well as the length and character of their military service.
- Temporary employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Employees should contact Human Resources for information specific to their situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

### **1. Military Family Leave**

The District will comply with any applicable Federal or State laws regarding Military Family Leave.

### **2. Military Caregiver Leave**

The District will comply with any applicable Federal or State laws regarding Military Caregiver Leave.

### **3. Qualifying Exigency Leave**

The District will comply with any applicable Federal or State laws regarding Qualifying Exigency Leave.

### **4. Leave to Care for Covered Servicemember**

The District will comply with any applicable Federal and State laws regarding Leave to Care for Covered Servicemember.

## I. Personal Leave

A personal leave of absence without pay may be granted at the discretion of the District General Manager or designee. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves of absence. Each request for a leave of absence will be considered on a case-by-case basis. All accrued vacation must be used before beginning a personal leave of absence. Requests for personal leave should be limited to unique circumstances requiring an absence of no longer than two (2) weeks.

Employees will be required to make payment in advance as applicable for their health, vision, and dental insurance coverage during the leave of absence as applicable. Failure to make payment for coverage may result in cancellation of that coverage.

Requests for personal leave must be submitted in writing to, and approved by, the General Manager.

The District cannot guarantee that the employee's job will be held open for them until they return from a leave. The District will make every effort to return an employee to the same or a similar job; however, if no job opening exists for which they are qualified they will be laid off for lack of work.

An employee on personal leave may not accept other employment while on leave. If they do so, they may be subject to immediate termination.

Failure to return to work as scheduled at the end of a personal leave will be considered abandonment of employment and voluntary resignation by the employee.

## J. Leave of Absence Without Pay

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay.

Leave of absence without pay shall be approved in advance and in writing. Any employee requesting a leave of absence without pay must exhaust all available leaves, including accrued compensatory time-off, administrative leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay. No single leave of absence without pay may exceed three (3) months, without approval of the General Manager.

Upon expiration of an approved leave of absence without pay the employee shall be reinstated in the classification held at the time the leave was granted. Failure on the part of the employee to report to work promptly at the expiration of the leave shall result in the employee being deemed to have resigned from employment.

## **K. Emergency Leave Donations**

Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, sick, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

The Department Manager must approve, in advance, the donation.

- Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
- Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
- Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
- The donating employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

Donations are entirely voluntary, and time is to be donated in whole hour increments.

- The donated hours will be converted to a dollar equivalent, and the employee will receive it at his/her rate of pay.
- To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by Article 26.
- Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.

## **L. Bereavement Leave**

In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year-round employee up to eighteen (18) hours of bereavement leave, as provided below.

For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When travel to a distant greater than 400 miles or other circumstances require an absence longer than three (3) consecutive workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.
3. If the employee requests to take a cumulative leave of longer than five (5) consecutive workdays, the District may allow the use of accrued vacation or compensatory time.

An employee desiring to attend a funeral of others than described above may be given the time off, provided he/she so notified his/her Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, management or compensatory annual leave.

### **M. Jury Duty and Witness Leave**

The District encourages employees to fulfill their civic responsibilities by serving jury duty when called or appearing as a witness. Employees must inform their Supervisor of the need for time off for jury or witness duty as soon as they receive a notice or summons from the court.

1. Regular full time non-exempt employees who are called for jury or witness duty due to a job-related subpoena shall be paid the difference between their regular wages and any jury/witness payment received by him/her, except travel pay, for such duty up to a maximum of 10 days per calendar year.
2. Exempt employees will receive their full salary unless they are absent for a full workweek and perform no work.
3. Part-time Year-Round employees will receive a max of 40 hours to use towards Jury Services in a 12-month period of time.
4. If an employee in a non-exempt status is required to remain on jury or witness duty over the allowed amount of time, they may opt to work a flexible schedule as approved by the General Manager.

An employee who is required to participate in jury duty or testify in court or in any other legal proceeding may be required to provide written verification from the court clerk for performance of jury service. If an employee is required to serve jury duty beyond the period of paid jury duty leave, they may use any available vacation or may request an unpaid jury duty, witness duty or witness service leave of absence. They must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor can make arrangements to accommodate the absence. If an employee is a witness on behalf of the District, regular salary, less payment received for services, shall be continued. If at least two hours of work time remains after any day of jury selection or jury duty, they will be expected to return to work for the remainder of their work schedule.

An employee may retain any mileage allowance or other fee paid by the court for jury services.

## **N. Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take paid time off to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be a maximum of two hours. An employee requesting time off to vote shall give his or her Supervisor at least two (2) days' notice and must provide proof of voting to the Supervisor upon returning to work.

## **O. Volunteer Civil Service Personnel**

Employees are eligible for unpaid leave to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel or for related training. A Supervisor should be notified by an employee if they are a civil service volunteer in case it is necessary to take time off for emergency duty. When taking time off for emergency duty, employees must alert their Supervisor before doing so as early as possible and provide documentation of service on their return.

## **P. Workers' Compensation**

Employees who have a work-related illness or injury are covered by workers' compensation insurance. The workers' compensation benefits provided to injured employees may include:

- Medical care
- Cash benefits, tax free, to replace lost wages
- Assistance to help qualified injured employees return to suitable employment

To ensure workers' compensation benefits are received an employee needs to:



- Immediately report any work-related injury to their Supervisor within 24 hours.
- Notify the Administrative Services Department who will schedule an appointment at an in-service provider/clinic for initial treatment. If the event of an emergency requiring immediate care, 911 may be called. It is an employee's responsibility to work with the Administrative Services Department to seek medical treatment and follow-up care if required.
- Complete an Employee Accident Report.
- Complete a written Employee's Claim Form (DWC Form 1) and return to the Administrative Services Department.
- Provide the District with a certification from the health care provider regarding the need for workers' compensation disability leave, as well as eventual ability to return to work from the leave.

The District provides medical treatment for work-related injuries through a medical provider network approved by the District's workers' compensation insurance, which the District has chosen to provide medical care to injured employees because of their experience in treating work-related injuries. All employees and volunteers must go to the clinics and hospital listed on the website, <http://www.eiampn.csac-eia.org>.

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under FMLA and CFRA, will be placed on FMLA/CFRA leave during the time they are disabled and unable to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a rolling 12-month period.

An employee taking workers' compensation leave who is eligible for and placed on FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The employee must make payments for his or her share of continued premiums, or risk losing coverage under the District's plan. Payment is due when it would otherwise be made by payroll deduction. The continued participation in health benefits begins on the date leave first begins. In some instances, the District may recover from an employee premium paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on workers' compensation leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the District in conjunction with the federal COBRA guidelines by making monthly payments to the

District or insurance carrier for the amount of the applicable premium. Employees should contact the Administrative Services Department for further information.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Workers' compensation benefits usually do not cover absences for medical treatment. When a work-related illness or injury is reported, the employee will be sent for medical treatment, if treatment is necessary. They will be paid their regular wages for the time spent seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If an employee has accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

If an employee does not have accrued, paid sick leave, or if he/she used all of the sick leave, the employee may choose to substitute vacation for further absences from work, related to the illness or injury.

Neither the District nor its insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during voluntary participation in any off-duty recreational, social or athletic activity sponsored by the District, even if such activities take place at a District sponsored event, such as a staff picnic or other social gathering. Participation in all such activities, even if planned or sponsored by the District, is not considered part of their job duties or employment responsibilities and should be considered entirely voluntary.

## **Q. School Activities**

Employees are encouraged to participate in the school activities of their child(ren). Any employee who is a parent or guardian of a pupil and who is requested to appear at the pupil's school pursuant to section 48900.1 of the Education Code will be granted time off without pay, provided the employee gives reasonable notice to their Supervisor. Any employee who is a parent, guardian or grandparent having custody of one or more children in Kindergarten or grades 1-12, inclusive, or attending a licensed day care facility, may take up to a total of forty (40) unpaid hours for all such children each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in activities of the school of any child or to address school emergencies, provided the employee gives reasonable notice to their Supervisor. The employee may elect to use vacation, comp time or holiday time in lieu of leave without pay.

## **R. Employee Literacy Assistance**

Employees who desire assistance in enrolling in an adult literacy education program should contact the Administrative Services Department. Human Resources will

assist an employee in locating and enrolling in a literacy education program. Employee requests will be kept confidential as requested.

## **S. Victims of Domestic Violence, Sexual Assault or Crime Leave**

Except as provided in the Sick Leave section of this Policy Manual, employees who are victims of domestic violence, sexual assault, stalking or other crime shall be given time off without pay as necessary for obtaining legal relief, including but not limited to a temporary restraining order or other injunctive relief for the employee's protection as well as his/her child's protection or to attend to judicial proceedings. Time off from work is also extended to employees who are not the victims of a crime but are immediate family to or registered domestic partners of such victims. Employees who are victims of domestic violence, sexual assault or other crime shall also be given time off without pay as necessary for seeking medical attention, seeking assistance or services from a domestic violence shelter, program or rape crisis center, obtaining psychological counseling or participating in activities designed to ensure the victim's safety and well-being.

An employee who takes time off is required to provide the Administrative Services Department with reasonable advance notice unless such notice is not feasible. The employee must also provide documentation to the Administrative Services Department, such as a police report indicating the employee was a victim of domestic violence, a restraining order or any other evidence certifying a court appearance or documentation from a medical professional, health care provider, domestic violence advocate, or counselor that the employee is undergoing treatment for physical or mental injuries or abuse. Victims of domestic violence, sexual assault or other crime may use any available sick, vacation, personal or compensatory time off while on such leave. The total time taken for leave for victims of domestic violence, sexual assault, or stalking may not exceed twelve (12) weeks and is not in addition to unpaid time provided under the Family and Medical Leave Act (FMLA).

## **T. Organ and Bone Marrow Donation Leave**

An employee may take a paid leave of absence up to 30 business days to donate his or her organ to another person in anyone (1) year period. The one year starts from the date the employee takes a leave pursuant to this section and shall consist of 12 consecutive months.

An employee may take a paid leave of absence up to five (5) business days to donate his or her bone marrow in any one-year period. The one year starts from the date the employee takes a leave pursuant to this section and shall consist of 12 consecutive months. The employee must provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation. The District may require the employee to take up to five (5) days of sick or vacation time for bone marrow donation and up to two (2) weeks of sick or vacation time for organ donation.

## **U. Reservation of Right by the District**

This section sets forth only a maximum of the discretionary time allowed for leaves of absences and is not to be construed as an indication of entitlement to a leave of the maximum duration for any employee. Furthermore, other than as dictated by law the District reserves the right to fill or eliminate the employee's position as required by business necessity (e.g., the District's ability to find a qualified temporary replacement).

# **ARTICLE 6 - BENEFITS**

The District provides a comprehensive array of benefits. Further details regarding the benefits set forth below can be obtained from the Administrative Services Department.

## **A. Holidays**

The District provides regular full-time employees 12 paid holidays on the days listed below:

- New Year's Day – January 1<sup>st</sup>
- Martin Luther King Jr. Birthday – Third Monday in January
- Presidents' Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4<sup>th</sup>
- Labor Day – First Monday in September
- Indigenous Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day- December 24<sup>th</sup>
- Christmas Day – December 25<sup>th</sup>

For most employees, if a holiday falls on Saturday, the holiday will be observed on the Friday before, and holidays falling on Sunday will be observed on the Monday after.

- Regular full-time non-exempt employees will receive straight time pay for holidays. Paid holiday leave will be equal to the number of hours an employee regularly would have been scheduled to work had it not been a holiday.
- Part-time Year-Round employees will receive straight time pay for holidays. Paid holiday leave will be equal to 6 hours.

To receive holiday pay, they must work the normal workday immediately before and after the holiday. If on approved leave (e.g., vacation) they will receive the holiday leave pay and that day will not be counted against approved leave accrual.

If an unscheduled day off is taken, then they will not receive holiday pay, unless a doctor's note can be provided. A full-time employee who is required to work on a District holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.

An employee must be in a normal regularly scheduled work status to receive holiday pay. Management can change or modify any of the holidays based on business needs. The District Administration Office is closed on the holidays listed above; however, other facilities and programs may be open on a holiday.

If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday compensatory time must be used within 90 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

## **B. Federal Social Security Act**

The Federal Social Security Act covers full time and part time year-round employees. The plan is designed for future security and that of the employee's dependents and provides for retirement, disability, death, survivor and Medicare benefits. The plan requires equal contribution from both the employer and the employee. District employees participate through payroll deductions. Part time restricted employees do not pay into Social Security.

## **C. California Public Employee Retirement System (CalPERS)**

The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five (5) years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.

Part-time year-round employees may become eligible if they work over 1000 hours in a fiscal year. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.

According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance with the guidelines established in the contracts and resolutions of the District, as well as any applicable bargaining agreements or other local policy or manual. See the Administrative Services Department for additional details.

Except as otherwise provided in the CalPERS contract with the District or other applicable bargaining agreement or MOU, the retirement formulas are as follows:

1. For employees with a hire date before March 31, 2011, the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
  - a. Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).
  - b. All represented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.
2. For employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.
  - a. Employees with a hire date after March 31, 2011, through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, will be responsible for paying a 7% employee contribution rate.
3. For employees with a hire date on or after January 1, 2013, who are new PERS members, as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
  - a. Employees hired after January 1, 2013, who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the

total normal cost per section code 20516.5 of the California Public Employees' Retirement Law.

## **D. Deferred Compensation 457 Plan**

The District provides a Deferred Compensation 457 Plan for employees in order to assist in planning for their retirement. Deferred compensation is a benefit that provides the opportunity for employees to invest with their own pre-tax contributions into a retirement plan by means of a pre-tax payroll deduction. For information regarding eligibility, contributions, benefits, and tax status, contact the Administrative Services Department. All eligible participants will receive a summary plan description.

## **E. Insurance Programs**

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need. The District at its discretion may pay any or all premiums including but not limited to medical, dental, vision, short term disability, long term disability and life insurance coverage for eligible employees. In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. In accordance with federal law, staff classified as seasonal and temporary employees are not eligible to participate in these insurance plans. Part time employees may be eligible for benefits as approved by the Board of Directors.

Employees who begin working for the District and submit their insurance application between the first and the 15th day of the month may have health insurance coverage begin on the first of the following month, while those who submit their application between the 16th and the last of the month may be covered from the first day of the second calendar month. After these dates, employees may enroll or change plans during the open enrollment period that occurs annually.

The coverage and benefits available under the insurance plans provided by the District are set forth in the insurance plan itself, any applicable bargaining agreements, and other local policy or manual for. Specific information about the plan is distributed to employees at the time of hire; questions can be directed to the Administrative Services Department. The terms, conditions, coverage, and benefits may be changed at any time.

## **F. Unemployment Insurance**

The District is self-insured for the Unemployment Insurance Fund on behalf of its employees. Claims are made through the Employee Development Department. Employees do not pay into State Disability Insurance (SDI).

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other

prescribed appointments will not be paid as time worked. If they have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

### **G. Other Employee Paid Benefits**

The District may make additional benefits available to employees at a cost.

### **H. Employee and Family Discounts**

In order to promote wellness for employees and their immediate family the following discounts are offered:

Swim Passes – two (2) free twenty (20) entry swim passes will be offered to employees on a yearly basis.

District Run Programs– 25% off.

Drop-In Games – free access to drop-in games.

Parking Pass – 25% off parking pass for Camarillo Grove Park.

### **I. Training Programs, Seminars, Conferences, Lectures, Meetings or Other Outside Activities**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the District or the individual employee. Attendance at such activities, whether required by the District or requested by individual employees, requires the written approval of the General Manager or his/her designee. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance to their Supervisor. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with a Supervisor in advance.

A report of all expenses incurred along with receipts must be submitted within 10 days of the event/travel date on the District's "Travel and Expense Reimbursement" form available from Accounting. This form must be submitted with all receipts and records in order to properly support and account for expenses. Proper completion of this form requires the employee to gather together in one place all facts relative to the travel experience. All expenses, whether personally incurred, charged to the District, charged



to a District credit card, or paid through a District check request, must be reported on this form after completion of the trip.

Travel includes all work away from the District, such as attendance at meetings, (both formal and informal), training programs, seminars, conferences, lectures, or other outside activities. Travel expenses include transportation, meals, lodging, registration, and any related incidental expenses (such as telephone, tips, and car rental). The destination can be a location close by (e.g., lunch after a meeting at a restaurant), or at a great distance (e.g., training out of state).

## **J. Compensation During Travel Away From the District**

When the trip originates from the employee's home, time spent commuting, traveling to and from an authorized business event is considered time worked and will be compensated.

When the trip originates from the employer's work location, all time spent commuting to and from an authorized business event is considered time worked and will be compensated.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

For recording expenses incurred, please refer to the District's Travel Policy.

## **K. Educational Assistance Program**

The District will provide educational assistance to regular represented full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.

1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.
3. All courses are to be taken at a time that does not interfere with the District operations. Veterans eligible for education benefits from the Federal Government or the State of California must maximize such benefits before applying for reimbursement under this program.

Effective July 1, 2022, District will replace the prior program and fund up to two (2) represented employees 100% of their cost for tuition and books for a maximum of up to two thousand dollars (\$2,000) per employee per fiscal year.

1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
2. Transcripts showing completion of the course with a passing grade of a “C” where letter grades of “A” to “F” are used, or successful completion defined as “pass” for a “pass/fail” course are required to be submitted.
3. Receipts for tuition and books must be submitted within thirty (30) days of course completion.

Employees must remain with the District for a minimum of one (1) year after the completion date of any course for which Educational Assistance Funds were received. If the employee leaves employment prior to one (1) year, they will have thirty (30) days from resignation or termination to reimburse the District for all educational financial assistance received.

The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

## **L. Americans With Disabilities Act**

The District provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

An applicant or employee who desires a reasonable accommodation for testing or to perform the essential job functions should make such a request in writing to the Administrative Services Department. The request must identify the job or testing related functions and the desired accommodations. Following receipt of the request, the District may require additional information, such as reasonable documentation of the existence of a disability and restrictions.

The District may require an employee to undergo a fitness for duty examination at the District’s expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

After receipt of sufficient documentation of a disability and/or fitness for duty report, the District will arrange for a discussion, in person or via telephone conference call, with

the applicant or employee, and any representative(s). The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship on the District's finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee or applicant of its decision as to reasonable accommodations in writing.

### **M. Other Employee Paid Benefits**

The District may make additional benefits available to employees at a cost.

### **N. Recording Expenses Incurred**

Please refer to the PVRPD Travel Policy.

## **ARTICLE 7 - STANDARDS OF CONDUCT**

### **A. Punctuality and Attendance**

To maintain a safe and productive work environment, the District expects all employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on working operations; when absent, assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and will result in disciplinary action.

If unable to report for work on any particular day, an employee must, under all but the most extenuating circumstances, call their Supervisor at least one hour before the time they are scheduled to begin work. If an employee calls in less than one hour before their scheduled time to begin work and do not arrive in time for their assigned shift, they may be considered tardy for that day. In all cases of absence or tardiness, employees must provide their Supervisor with an honest reason or explanation. Employees also must inform their Supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their Supervisor and their absence continues for a period of three (3) consecutive days, this will be considered abandonment of employment and voluntary resignation by the employee.

## B. Dress Code and Other Personal Standards

This policy is intended to provide general guidelines on dress and appearance and is not meant to address all styles of dress or all situations that may arise. If this policy causes concern due to religious beliefs, medical conditions or any other legally protected class, please contact the Administrative Services Department to discuss appropriate options for accommodation. Questions as to what constitutes proper attire and grooming can also be discussed with the Administrative Services Department.

### 1. Professional Attire

Attire should reflect positively on the District and from the public's point of view and instill confidence in professional abilities. This can be defined as Professional Attire. Clothing that is acceptable or appropriate for business dress attire includes (but not limited to):

<b>Shirts/Blouses:</b>	Collared shirts, tops, sweaters, or blouses. Ties and suits or sport coats, as required by a supervisor.
<b>Pants/Slacks:</b>	Slacks and dress pants.
<b>Dresses/Skirts:</b>	Business dresses and skirts.
<b>Inappropriate business attire:</b>	Jeans, sweats, shorts, off the shoulder or backless attire, low cut tops, strapless or spaghetti strap dresses, halter tops, tank tops, are not acceptable office attire. Revealing clothing such as low-cut tops/blouses, transparent/ see through attire, and short dresses/skirts are not acceptable.

Clothing must be in good business taste and appropriate for job functions. Clothing should not be revealing, overly tight, particularly short or low-cut, transparent or torn.

All footwear is expected to be appropriate and safe to the employee's position and work environment. Shoes are to be neat, clean, and in good repair. At no time should flip flops be worn. The District reserves the right to request that the employee change any attire that is deemed to be offensive and/or distracting to the public or coworkers.

Based on the nature of job duties and departments appropriate attire may differ. Department Managers or Division Supervisors may issue specific guidelines concerning any exceptions to this Policy.

### 2. Grooming

Employees are expected to practice good hygiene, and adhere to appropriate grooming (hair, nails, makeup, body decorations, and fragrance). Hair must not interfere

with the employee’s ability to perform duties. Hats should not be worn indoors. Beards, mustaches, and sideburns should be kept clean and neatly trimmed in a professional style. Facial hair must not interfere with the employee’s ability to perform duties.

Tattoos or body piercings other than in the ears that are deemed inappropriate by Management must be covered.

### 3. Business Casual Attire

District approved logo attire includes logo shirts, sweaters, and jackets worn with appropriate casual pants, shorts, or skirts. Appropriate casual attire includes polo and regular shirts, denim wear, khakis, and corduroy pants. If employees choose not to wear logo attire on designated casual days, appropriate casual attire must be worn as listed above.

The District observes a casual dress every day except when expected to meet with representatives of the public or other entities. Employees required to wear safety equipment or clothing still must do so on a casual dress day. Examples of Business Casual Attire clothing includes (but not limited to):

- |                                     |  |
|-------------------------------------|--|
| <b>Shirts/Blouses:</b>              | Polo collar knit, golf shirts, company logo wear, blouses, shirts, jackets or sweaters   |
| <b>Pants/Slacks:</b>                | Khakis, corduroys, jeans (in good condition), skorts and capris.   |
| <b>Inappropriate casual attire:</b> | Sweatpants, leggings, exercise wear, shorts, low-rise or hip-hugger pants, shirts with graphics, beachwear, crop tops, spaghetti straps, “Staff” t-shirts, flip flops, athletic shoes, tennis shoes, croc-like sandals, and slippers |

All employees required to wear uniforms provided by the District must take care of their uniforms and report any wear or damage to their Supervisors. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your Supervisor.

### C. Off-Duty Conduct

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District’s legitimate business interests. For this reason, employees are expected to conduct their

personal affairs in a manner that does not adversely affect the District's or their own integrity, reputation or credibility. Off-duty conduct by an employee that adversely affects the District's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

#### **D. Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling in a professional and courteous manner, their immediate Supervisor should be called immediately.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask an immediate Supervisor, Department Manager or the General Manager to intervene.

#### **E. Confidentiality**

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of work employees may have access to confidential information regarding the District, its suppliers, its customers, or fellow employees. It is each employee's responsibility to prevent revealing or divulging any such information unless it is necessary for them to the performance of their assigned duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by a Supervisor. Any breach of this Policy will not be tolerated, and legal action may be taken by the District.

#### **F. Solicitation and Distribution of Literature**

In order to ensure efficient operation of the District's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on District property. The District has enacted the below rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas, except where otherwise stated in MOU. All employees are expected to comply with these rules. Any employee who is in doubt concerning the application of these rules should consult with the General Manager or designee.

1. Employees may be allowed to use breakrooms or other designated common areas to solicit or promote support for organizations. Material may not be advertised on District-owned bulletin boards for longer than a two-week period, though this limitation does not apply to Unions' posting rights, which are spelled out in the MOU between the employer and the Union.

2. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
3. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed. Except for union representatives as set forth in the applicable MOU, non-employees will not be permitted to solicit or to distribute written material for any purpose on District property.
4. No employee of the District shall knowingly solicit, either directly or indirectly, for a candidate for elective office political funds or contributions, pecuniary or otherwise, from any other employees of the District or from persons on the employment lists of the District. No employee of the District shall permit the services of his/her division or agency to be utilized to solicit or process any political contribution, pecuniary or otherwise, from other employees of the District.

Notwithstanding the provisions of this Section, an employee is not prevented from communicating through the mail or by other means requests for political funds or contributions to a significant segment of the public which may include employees of the District. An employee also is not prevented from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of employees of the District. A ballot measure shall be defined as any constitutional amendment or other proposition submitted to a popular vote at any election. The aforementioned activities are prohibited during the regular working hours of employees, and no public funds shall be used for any of the aforementioned activities at any time.

5. No employee of the District shall participate in political activities of any kind while he/she is in District uniform.

## **G. Outside Business or Employment**

While employed as a Full-Time employee by the District, employees are expected to devote their energies to their jobs with the District. The following types of employment, education classes or extracurricular activities, elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the District.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the District.

- Additional employment that impairs or has a detrimental effect on the employee's work performance with the District.
- Additional employment that requires the employee to conduct work or related activities on District property during the employer's working hours or using District facilities and/or equipment.
- Additional employment that directly or indirectly competes with the business or the interests of the District.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Administrative Services Manager explaining the details of the additional employment. If the additional employment is authorized, the District assumes no responsibility for it. The District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### 1. Definition:

Outside employment is defined as any work, service or other act performed by an employee other than his/her District duties for which the employee receives compensation. In addition to work for another employer, outside employment includes, but is not limited to:

- Landscaping
- Teaching
- Bookkeeping
- Painting
- Self-employment
- Sale of commercial or homemade products
- Construction

Inconsistent and incompatible employment is defined as, but is not limited to work that: a) Results in a conflict of interest, b) Gives the impression that outside activities are official acts, c) Detracts from job performance with the District, d) Causes the employee to be less effective or productive, e) Tends to impair the mental or physical capacity of the employee, f) Is subject to District regulation, and g) Takes time and attention away from District business.



## 2. Procedures for Requesting Authorization for Outside Business or Employment:

All employees shall request authorization for any outside business or employment in addition to their employment with the District on a standard form, Request for Authorization of Outside Business or Employment, provided by the District, prior to beginning date of business or employment.

If a request is disapproved by the Department head, the employee may request review by the General Manager, who shall make a final decision in writing to the employee within twenty (20) calendar days, after making or causing to be made wherever investigation that he/she deems necessary.

Sick leave will not be granted for any injury arising out of or injured in connection with any outside business or employment. Paid leave, with the exception of annual vacation leave and holidays, shall not be used for outside business or employment. A leave of absence from the District employment shall not be granted for the purpose of pursuing outside business or employment.

On an annual basis, employees will resubmit the Request for Authorization of Outside Business or Employment and note on the form that the request is an annual update. An employee terminating his/her outside business or employment shall notify the Administrative Manager or designee in writing.

### H. Conflicts of Interest

Employees are responsible for adherence to the District's Conflict of Interest Code and all applicable rules or polices and State law regarding conflicts of interest. Further, they must avoid situations involving actual or potential conflicts of interest. Personal involvement with a competitor, supplier, or subordinate employee of the District, which impairs an employee's ability to exercise good judgment on behalf of the District, creates an actual or potential conflict of interest. Supervisor-subordinate personal relationships also can lead to Supervisory problems, possible claims of harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this Policy should immediately and fully disclose the relevant circumstances to their immediate Supervisor, or the Administrative Services Manager or designee, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the District may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose an actual or potential conflict of interest shall constitute grounds for disciplinary action.

### 3. Form 700 – Statement of Economic Interests

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official’s personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

The following classifications are required by the District to complete this form:

- Board of Directors
- General Manager
- Administrative Services Manager
- Park Services Manager
- Recreation Services Manager
- Park Supervisor
- Recreation Supervisor
- Administrative/Development Analyst

### 4. Personal Use of District Contractors

The District prohibits personal use of contractors that have current contracts with the District in an amount of \$5,000 or more. This will be applied to all employees who work in a capacity where they can make a decision or a board recommendation on who is hired.

#### I. Acceptance of Gifts

Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was

intended to influence them or could be expected to influence them in the performance of their official duties or was intended as a reward for any official action on their part.

(a) Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided, they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.

(b) An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.

## **J. Public Records Act, Government Code §6253**

Public records are open to inspection by the public at all times during office hours and every person has a right to inspect any public record except as exempted (Government Code §6253 (a)). District guidelines can be obtained at the Administration Office.

## **K. Business Conduct and Ethics**

Public confidence is important to any organization. For a Special District entity, public confidence is vital. To warrant continued public trust, public entities and their employees and officials must be above reproach, steadfastly adhering to the highest ethical standards and business practices. The District expects each employee to follow such standards and practices at all times.

### **1. Conduct**

Each employee should adhere to high standards of professional and personal behavior on and off the job. Deficiencies in personal or business conduct can result in disciplinary action including termination of employment or removal as a volunteer.

### **2. Dishonest Acts**

Committing a dishonest act, attempting to defraud the public, shoplifting, theft, etc. or a breach of trust is not permitted. Employees cannot use District funds for personal use. Discharge from employment or official removal for certain dishonest, fraudulent, and criminal acts is required by certain regulatory agencies and governing laws.

### **3. Abiding by the Law**

Because laws and regulations governing federal entity operations are complex and changing, it is difficult for any volunteer or employee to know them all. The best safeguard is to strictly follow the operating rules, policies, and procedures in District manuals and handbooks.

If it is believed another employee or an official has committed a dishonest act or breached this policy in any way, report the incident to a Supervisor, Manager, or the General Manager immediately.

#### **4. Conducting Non-District Business**

Employees may not conduct personal business or business for another employer during their scheduled working hours.

#### **5. News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only staff designated or approved by the General Manager should comment to news reporters on District policy or events relevant to the District.

#### **L. Drug and Alcohol Abuse**

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Employees must be in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. The employee's Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

## 1. Policy

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs in conformance with prescribed directions does not violate this policy per se, failure by an employee to notify his/her Supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search unless it is an emergency, or the District deems it is not practical to have the employee present." Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of

personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their Supervisors or Administrative Services Department for additional information.

## 2. Application

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

For purposes of this Section, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “Drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of his/her duties, including, but not limited to the following including derivatives of: alcohol, coca leaves, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

A complete listing of controlled substances may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined at 21 CFR 1300.11 through 1300.15. A copy of Schedules I through V of Section 202 of the Controlled Substances Act shall be kept on file with the District and will be available for inspection by an employee on request.

“Conviction” is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

### 3. Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty, unless attending a District sponsored event where alcohol may be served;
3. submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or his/her designated representative;
4. notify his/her Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
5. provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

### 4. Management Responsibilities and Guidelines

Managers and Supervisors are responsible for reasonable enforcement of this policy.

Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or Supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is

impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion (when such behavior is unusual for an individual):

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
- Physical altercation;
- Unusual behavior;
- Verbal altercation;
- Possession of alcohol or drugs;

Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or Supervisor should arrange for the employee to be safely transported home.

Managers and Supervisors shall not physically search the employee, nor shall they search the personal possession of an employee without the freely given written consent of, and in the presence of, the employee.

Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.



## 5. Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

## 6. Results of Drug and/or Alcohol Analysis

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her Supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts.

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained Supervisor/Manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made that the violation took place.

## 7. Confidentiality

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Administrative Services Department. The reports or test results may be

disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

## **M. Anti-Harassment and Anti-Discrimination Policy**

The District is committed to providing a work environment free of unlawful harassment and discrimination. District policy prohibits all forms of harassment and unlawful discrimination in the workplace. This includes harassment or unlawful discrimination based in regard to sex, gender, gender identity or expression, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, military/veteran's status, marital status, medical condition, sexual orientation, or any other characteristic protected by federal, state or local law ("protected status"). Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the District, is not justifiably linked to successful job performance.

This policy applies to all employees, vendors, and visitors. The District does not tolerate sexual or other unlawful harassment of employees at the workplace or in any work-related situation by anyone. The District also prohibits unlawful discrimination and harassment of non-employees by employees in connection with any administration, enforcement, business, service or professional relationship with the District. If, after a prompt and thorough investigation, it is determined that an employee has engaged in discrimination and/or sexual or other harassment, that employee will be disciplined, up to and including discharge. The District will also seek to protect employees from harassment by non-employees in the workplace or in work-related situations.

### **1. Harassment; Discrimination**

The District strictly prohibits unlawful discrimination or harassment of employees in the workplace against any protected status of person as set forth above. Unlawful discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her for the sole reason that he or she is a member of a legally protected class.

Harassment includes all forms of offensive or unwelcome physical or verbal conduct that interferes with an employee's work or creates an offensive or hostile working environment, based on an employee's protected status. Such conduct constitutes harassment when (a) submission to such conduct is made a condition of employment, either expressly or implied, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. It is also unlawful to discriminate or harass based on the perception or association of a protected status.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

## 2. Sexual Harassment

Sexual harassment of all types towards employees in the workplace is specifically prohibited and is illegal, unacceptable, and will NOT be tolerated. Under state and federal law, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is offensive to the person or persons. It is illegal whenever (a) submission to such conduct is made a condition of employment, either expressly or implied, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can occur between members of the same or opposite sex and is prohibited whether it involves a co-worker, a supervisor, or persons doing business with or for the District.

Examples of sexual harassment include unwelcome sexual propositions or marriage proposals; unwelcome hugging, kissing, or other offensive physical contact or a sexual nature; lewd gestures, remarks, or innuendos; unwelcome discussions of sexual practices or anatomy; and sexually offensive posters, photographs, drawings, cartoons, jokes, stories, nicknames, or comments about appearance.

### 3. Mandatory Training

All employees who are hired by the District will be given a copy of this Policy Manual and will receive guidance from the District on its provisions and the District's commitment to provide a workplace free from harassment, discrimination, and retaliation. In addition, all supervisors and employees will be trained in accordance with the requirements of FEHA (Government Code § 12950.1) and implementing regulations.

### 4. Reporting and Investigating Complaints of Discrimination or Harassment

Any employee who believes he or she has been unlawfully discriminated against or harassed should bring the matter to the attention of the employee's supervisor immediately and provide a full and accurate report of the underlying facts either verbally or in writing. Where the employee's supervisor is the alleged harasser, the employee should bring the matter to the attention of the Administrative Services Department. Employees are urged to report to the employee's Supervisor, but this is not required if the employee feels uncomfortable in doing so, or if the employee believes the supervisor is the harasser. In all cases, employees are free to report such problems directly to the Administrative Services Department.

Upon notification of a harassment complaint, the Administrative Services Manager or designee shall promptly and in good faith commence or conduct an investigation of the complaint and supervise and/or investigate the complaint. The investigation will generally include interviews with (1) the complainant; (2) the accused harasser; and (3) any person that is believed to have relevant knowledge concerning the complaint. This may include victims of similar conduct.

All such reports will be kept confidential to the greatest extent possible, but some disclosure will be necessary to conduct a proper investigation. In each case, the employee reporting the problem will receive a written reply from the Administrative Services Manager or designee on the results of the investigation and whether appropriate action has been taken. Any employee who is not satisfied with the reply may appeal to the General Manager and will receive a reply in writing.

### 5. Additional Resources

FEHA (California Govt. Code Sections 12940 et seq.) prohibits unlawful discrimination or harassment based on a protected status. Employees may file complaints about sexual harassment or other illegal employment discrimination with the

California Fair Employment and Housing Commission (FEHC), or with the California Department of Fair Employment and Housing (DFEH). The DFEH is authorized to accept and investigate complaints of employment discrimination, and to mediate settlements. The FEHC has authority to issue accusations against employers, conduct formal hearings, and award reinstatement, back pay, damages, and other affirmative relief. Employees may also file complaints with the federal Equal Employment Opportunity Commission (EEOC). Additionally, the EEOC can be reached at (800) 669-4000 or on the Internet at [www.eeoc.gov](http://www.eeoc.gov), and the DFEH can be reached at (800) 884-1684 or (916) 478-7200 or on the Internet at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## 6. Retaliation

The District prohibits retaliation against any employee because of the employee's truthful and good faith opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination investigation, proceeding, or hearing. Any retaliatory action because of such opposition or participation will not be tolerated; and may also be unlawful. Opposition to perceived harassment or discrimination includes threatening to file a discrimination complaint with the EEOC, the DFEH, or court, or complaining about alleged employment discrimination or harassment to a manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected. Participation includes filing, testifying, or assisting in any manner in an investigation, proceeding, hearing, or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights.

Employees who believe they have been retaliated against in violation of this Policy may inform the Administrative Services Department, and investigation of complaints shall be conducted as provided in this policy. FEHA prohibits retaliation against employees because they have filed a complaint with the DFEH, participated in an investigation, proceeding, or hearing with either agency, or opposed by practice made unlawful by the FEHA.

**Malicious Complaint:** While the District vigorously defends its employee's right to work in an environment free of sexual harassment, it also recognizes that false accusations of sexual harassment can have serious consequences. Accordingly, any employee who is found, through the District's investigation, to have knowingly falsely accused another person of sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

## N. Workplace Violence

The District does not tolerate any act or behavior which can be perceived as threatening, hostile, and/or violent. No employee shall make any threat, either physical

or verbal, against a co-worker, supervisor, or member of the public. No employee, other than those required by their position, shall bring a weapon (exclusive of personal defense chemical spray) of any type to a District facility, including parking lots and public streets outside or immediately adjacent to a District building or place in a District vehicle or equipment. Violation of this “zero tolerance” policy will lead to discipline, up to and including termination. An employee, having demonstrated a legitimate need and having obtained any necessary certification, may bring a personal defense chemical spray to a District facility including parking lots and public streets outside or immediately adjacent to a District building or place in a District vehicle or equipment, if first approved by their Department Manager having demonstrated a legitimate need and having obtained any necessary certification. the Administrative Services Department.

All employees are required to report immediately to their Supervisor and Manager any threats or incidents of violence. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. Supervisors and Managers are required to investigate, or to cause to be investigated, incidents of violence or threats of violence to maintain department safety. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. The District will not tolerate retaliation against any employee who reports workplace violence or participates in any investigation.

Effective January 1, 1995, the Workplace Violence Safety Act became law. Pursuant to California Code of Civil Procedure Section 527.8, employers are permitted to seek temporary restraining orders (TRO) and an injunction to protect employees who have been the subject of actual or threatened unlawful violence in the workplace.

## **O. Sexual Assault, Domestic Violence & Stalking**

The District shall comply with California Labor Code Sections 230 and 230.1 which prohibits discrimination or adverse employment action against an employee who is a victim of domestic violence, sexual assault, or stalking, for taking time off from work to address such domestic violence, sexual assault, or stalking, for seeking medical attention, counseling, participating in safety planning or obtaining services from a domestic violence shelter program or rape crisis center.

Employees who are victims of sexual assault, domestic violence, or stalking may use available vacation, personal leave, accrued paid sick leave, or compensatory time off unless the employee is covered by a collective bargaining agreement that provides for different rights regarding use of leave. An employee without available leave may still take time off for such purposes. Employees have a right to request, as a reasonable accommodation, that employers make changes in the workplace to ensure their safety.

As a condition of taking time off for the purposes set forth under Labor Code Section 230 and 230.1, the employee is required to give their supervisor reasonable advance notice of the employee’s intention to take time off, unless the advance notice is not feasible. In the event of an unscheduled absence due to domestic violence, sexual

assault and/or stalking, the District will not take any action against the employee if the employee, within a reasonable time after the absence, provides [a] written certification to the employer.

## **P. Abusive Conduct and Bullying**

It is the policy of the District to maintain a workplace free from any form of abusive conduct or bullying. The receiving of any complaints of alleged acts of abusive conduct or bullying will be taken seriously and will be promptly and objectively investigated, and offenders will be appropriately disciplined.

“Abusive conduct” is defined under Government Code Sections §12950.1(g)(2) as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employee’s legitimate business interests. For example, abusive conduct may take the form of, but not limited to, repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. A single act shall not constitute abusive conduct, unless especially severe or egregious.

Another form of abusive conduct may also be referred to as bullying. In addition to the above definition, examples of workplace bullying may include, but not limited to the spreading of malicious rumors, or insulting someone by word or behavior, ridiculing or demeaning someone, picking on someone or setting them up to fail, exclusion or victimization, unfair or discriminatory treatment, overbearing supervision or other misuse of power or position, making threats or comments about job security without basis, slapping, pushing, shoving, punching, or otherwise physically attacking someone, or deliberately undermining a competent worker by unnecessarily overloading their work and constant criticism.

If an employee is bullied because of their race, gender, religion, sexual orientation, disability, age, or any other protected status, he or she may have a claim for harassment and discrimination.

The District shall provide all employees with training against abusive conduct/bullying, as required by law.

## **Q. Open-Door Policy / Grievance Process**

Suggestions for improving the District are always welcome. If an employee has a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving, excluding any disciplinary action, the following steps should be taken:

## 1. Appeal to Supervisor

In order to minimize potential misunderstandings first discuss any problem, concern, or grievance with the direct Supervisor. It is expected that any problem or grievance is addressed as soon as possible after the occurrence of the problem. Supervisors will make an effort to promptly investigate the matter and attempt to resolve the problem or provide an explanation or, where warranted, propose a remedy within one week from the occurrence, unless circumstances require a longer period.

## 2. Appeal to Manager (as applicable)

If unsatisfied with the response or resolution by the Supervisor, the employee and their Supervisor may request an appointment with the Supervisor's direct report (Manager, or General Manager) within ten (10) working days, as applicable. The Services Manager or General Manager may then schedule an interview with the employee and attempt to resolve the problem within a reasonable period of time.

## 3. Appeal to Administrative Services Manager or Designee

Should an employee not receive an answer or resolution from his/her Supervisor or Manager which is satisfactory to the employee, the employee may refer the matter to the Administrative Services Manager for further review within ten (10) working days. The Administrative Services Manager may then schedule a meeting with the employee and attempt to investigate and resolve the matter within a reasonable period of time. If assistance is needed with the complaint, or it is preferred to make a complaint in person, contact the Administrative Services Manager. It is encouraged that employees bring the matter up as soon as possible if the immediate Supervisor or Manager has failed to resolve it.

## 4. Appeal to General Manager

If an employee remains unsatisfied with the response or resolution of the matter by his/her Supervisor, Manager, and the Administrative Services Manager, the employee may request an appointment with the General Manager of the District. The General Manager may, in their discretion, then arrange an interview with the employee and attempt to resolve the problem. The General Manager's decision will be considered final and conclusive for all parties.

This procedure is important for both the employee and the District, and it cannot be guaranteed that every problem will be resolved to the employee's satisfaction. However, the District values observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation. This procedure does not alter the at-will nature of employment with the District.



# ARTICLE 8 - SEPARATION FROM SERVICE /TERMINATION

## **A. Separation of Employment**

Termination of employment is a regular and inevitable aspect of personnel activity within any organization, and many of the reasons for termination are routine. District management is not at liberty to divulge information concerning termination of employment except to the employee involved. Below are examples of some of the most common circumstances under which employment is terminated, either with or without cause, consistent with every District employee's at-will employment status:

1. Separation/Resignation: Employment termination initiated by an employee who chooses to leave the organization voluntarily, or by an employee who fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her Supervisor. An employee who desires to separate from employment shall submit a written resignation giving at least two (2) weeks' notice. The General Manager may consent to accepting less than two weeks as adequate notice to be considered in good standing.
2. Termination/Discharge: Employment termination initiated by the District. Another type of separation from employment may occur and initiated by the District when, upon completion of the interactive process under statutory law, it is determined that an employee is unable to perform the essential functions of their position with or without a reasonable accommodation, or an accommodation poses an undue hardship to the District.
3. Layoff: Involuntary employment termination initiated by the organization for reorganization, efficiency and/or economic reasons.
4. Retirement: Voluntary retirement from active employment status initiated by the employee.
5. Death of Employee: Immediate family should notify the District as soon as possible.

The District will generally schedule exit interviews at the time of employment termination. If a termination occurs on a non-workday, an exit interview will be scheduled the next business day. The exit interview will afford an opportunity to discuss such issues as continuation of employee benefits, suggestions for improving employment conditions, complaints, questions or the return of District owned property. Notwithstanding this practice, since employment at the District is "at will" and based on continuing mutual

consent, both the employee and the District have the right to terminate employment at any time, with or without cause.

Employees will receive their final compensation upon termination in accordance with applicable Federal and State laws. An employee who has submitted their resignation will receive his/her final check the next pay period. For any other reason for termination, the employee will receive their final paycheck within 72 hours. Any terminating employee will be paid for all work and accrued, unused vacation through the last day worked. Also, if applicable a prorated cell phone stipend.

The District does not generally make payments of “severance” compensation, other than salary and compensation amounts to which employees are entitled by law.

All District owned property and equipment, including vehicles, keys, cell phones, uniforms, identification badges, and credit cards must be returned immediately upon termination of employment. Employees who fail to return such property will be liable for the cost of replacement and/or other damages incurred by the District.

## **B. Reductions in Workforce**

District may lay off an employee because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The General Manager will identify those classifications which will be reduced which will minimize the impact and will meet the necessary reduction in force requirements as determined by the District.

In determining which employees will be subject to layoff, the District will take into account among other things, operation and requirements, the skill, productivity, ability, seniority and past performance of those involved.

Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employee(s) being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources or designee of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

# ARTICLE 9 – EMPLOYEE DISCIPLINE

## **A. Discipline Of Represented Employees**

Violation of the law, District policies and rules may warrant disciplinary action. The District may impose disciplinary measures. The system is not formal, and the District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order. The District's disciplinary policy in no way limits or alters the at-will employment relationship.

Supervisors are expected to counsel, or give a warning regarding an employee's performance, conduct, attitude or for some other reason as needed. Supervisors will document all disciplinary actions and employees are allowed to submit their own written response. In certain cases, employees may be terminated without prior counseling or warnings.

The individual circumstances, nature of the offense, and the employee's prior work record may be used among other factors to determine the appropriate action to be taken. While the District attempts to notify employees when their performance or behavior is unsatisfactory, the District may elect to terminate any employee at any time depending on the nature and/or seriousness of the infraction.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

### **1. Admonishment or Reprimand**

Admonishment and reprimand represent the two mildest forms of disciplinary action and neither type results in the loss of pay for the employee. These actions may be oral or written and constitute only a warning to the employee that he is not satisfactorily fulfilling the duties and responsibilities of their position. If the admonishment or reprimand

is written and a copy is sent to the Administrative Services Manager, it shall become part of the employee's official personnel file. If a grievance is sustained, then the written reprimand shall be purged from the record. No record of an oral reprimand shall be placed in the employee's official personnel file unless subsequent action is necessary. The Supervisor shall, however, make note of the date, time and content of the warning. Such records shall be made with full knowledge of the affected employee, evidenced by the employee's signature and date.

## **2. Demotion/Reduction in Pay**

The appointing authority may demote or reduce in pay any employee whose ability to perform his required duties falls below standard, or for other disciplinary purposes. Such demotion/reduction in pay may be for a specified period of time with the understanding that the employee may be reinstated to the class from which he was demoted provided that agreed upon conditions set by the appointing authority are met to the satisfaction of the appointing authority. No employee shall be demoted to a position for which he does not possess the minimum qualifications.

## **3. Suspension**

The appointing authority may suspend a regular employee from his position at any time for cause. The appointing authority may suspend an employee not to exceed twenty (20) working days. No employee shall be penalized by suspension for more than twenty (20) working days in any twelve (12) month period for disciplinary reasons. Suspensions shall be reported immediately to the Administrative Services Manager.

## **4. Discharge**

An employee may be discharged for cause at any time by the appointing authority. Whenever it is the intention of the appointing authority to discharge an employee, the Administrative Services Manger shall be notified. Any represented employee who has been discharged shall be entitled to pre-disciplinary procedural due process which is outlined in the MOU.

## **B. Discipline of Unrepresented and At-Will Employees**

Violation of the law, District policies and rules may warrant disciplinary action. The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

### **C. Grounds for Discipline**

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare, and District operations also may be prohibited.

1. Falsifying employment records, employment information, or other District records;
2. Recording the work time of another employee or allowing any other employee to record one's own work time, or falsifying any timecard, either the employee's own or another employee's time;
3. Theft and deliberate or careless damage or destruction of any District property, or the property of any employee or customer;
4. Removing or borrowing District property without prior authorization;
5. Unauthorized use of District equipment, time, materials, or facilities;
6. Provoking a fight or fighting during working hours or on District property;
7. Participating in horseplay or practical jokes on District time or on District premises;
8. Carrying firearms or any other dangerous weapons on District premises at any time;

9. Engaging in criminal conduct;
10. Causing, creating, or participating in a disruption of any kind during working hours on District property;
11. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Supervisor or member of management, or the use of abusive or threatening language toward a Supervisor or member of management;
12. Using abusive language;
13. Failing to notify a Supervisor when unable to report to work;
14. Unreported absence of three consecutive scheduled workdays;
15. Failing to obtain permission to leave work for any reason during normal working hours;
16. Failing to observe working schedules, including rest and meal breaks;
17. Failing to provide a physician's certificate when requested or required to do so;
18. Sleeping or malingering on the job;
19. Making or accepting personal telephone calls, including personal cell phone calls, of more than five minutes in duration during working hours, except in cases of emergency;
20. Working overtime without authorization or refusing to work assigned overtime;
21. Wearing disturbing, unprofessional or inappropriate styles of dress while working;
22. Violating any safety, health, security or other District policy, rule, or procedure;
23. Committing a fraudulent act or a breach of trust under any circumstances;
24. Engaging in any act of unlawful harassment of another individual; or
25. Acts which are incompatible with or inimical to the public service.

Any other conduct unbecoming to the District or contrary to District goals and policies is cause for discipline, up to and including termination, in the sole discretion of the District. This statement of prohibited conduct does not alter the District's policy of at-

will employment. Either the employee or the District remains free to terminate the employment relationship at any time, with or without reason or advance notice.

## **ARTICLE 10 - HEALTH AND SAFETY**

### **A. Safety Policy**

It is the policy of the District that accident prevention shall be of high importance in all phases of operation and administration. It is the intention of the District to provide safe and healthy working conditions. It is, therefore, a basic requirement that each Supervisor make the safety of employees' part of his/her regular Supervisory function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported. All employees are responsible for the housekeeping duties that pertain to their jobs. Any injury that occurs on the job must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that has occurred.

### **B. Safety Training**

All new employees will be provided a safety orientation during their initial assignment to the job. The orientation will be conducted by a Safety Committee representative, Manager, or Supervisor. It will cover the District safety rules and safe practices required for their job assignment as well as a copy of the Injury and Illness Prevention Program. Employees given a new job assignment will be provided safety training regarding any new hazards.

To ensure that all employees receive appropriate training, all District employees will participate in:

Scheduled safety meetings

Additional training as job duties or work assignments are expanded or changed.

Other training programs as appropriate.

Further training will be provided whenever employees are exposed to new processes, machinery, equipment chemicals and/or previously unrecognized hazards.

### **C. Heat Illness**

The District is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions,

particularly in the summer months. All Supervisors are trained in the prevention of heat illness. Refer to the District's *Injury Illness and Prevention Program* or talk to a Supervisor for details on how to ensure protection from heat illness dangers.

## **D. Security/Workplace Violence**

The District has developed guidelines to help maintain a secure workplace. Employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Any suspicious persons or activities should be reported to Management personnel. An employee's desk or office should be secured at the end of the day. If called away from the work area for an extended length of time, employees should not leave valuable and/or personal articles in or around workstations that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. A Supervisor should be notified immediately when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

The District's workplace security and violence program is described in detail in the District's *Illness and Injury Prevention Program (IIPP)*.

## **E. Recreational Activities and Programs**

The District or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **F. Inclement Weather/Natural Disasters**

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

### **1. Inclement Weather**

Conditions that excuse absence from work include flooding, heavy rainstorms, hail, road closure and power outages. If weather conditions prevent an employee from safely traveling to work, they must notify their immediate Supervisor by phone, if telephone service is functional, or by any other available means.

### **2. Natural Disasters**

In the event of a natural disaster such as earthquake, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact a Supervisor immediately, if possible.



The safety of employees' families should be the employees' first priority in these situations, and then they can contact a Supervisor for instructions on when and where to report.

## **G. Ergonomics**

The District is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The District will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The District believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

For questions about ergonomics, contact the Administrative Services Manager.

## **H. Employees Who Are Required to Drive**

The following Policy is established for the use of the District-owned vehicles and private vehicles in the conduct of official business of the District:

### **1. District Vehicles**

The use of motor vehicles for other than official purposes shall be prohibited.

Only employees over 18 years of age are permitted to drive for the District.

No person shall operate any vehicles owned and maintained by the District unless such person is an employee of the District and has a valid operator's license issued by the California Department of Motor Vehicles. Any person operating a vehicle owned and maintained by the District is responsible for observing all rules and regulations as prescribed for the safe operations, maintenance and security of such vehicle.

No person shall be a passenger in any vehicle owned or maintained by the District unless one of the following conditions is met:

Such person is an employee of the District

Such person has a business relationship with the District, and transportation in such vehicle of the District is necessary

Such person is a family member of an employee of the District and the transportation of such person is necessary to attend a business meeting or event which such person is volunteering or an invited guest.

## 2. Private Vehicle Use

Employees who drive their own vehicles on approved District business will be reimbursed upon submission of a District Mileage Report to Accounting.

Reports should be submitted monthly listing beginning and ending mileage for each trip with the purpose of the trip. Mileage will be reimbursed at the rate designated by the Internal Revenue Service.

The District will not be responsible for any damages, parking tickets, equipment violation citations or moving violations incurred while operating a vehicle on District business.

Those who are required to drive a District vehicle or their own vehicles on District business will be required to provide proof of a current valid driver's license and current effective insurance coverage before the first day of employment.

The District participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

### I. Use of Cell Phone While Driving

In the interest of the safety of our employees and other drivers, District employees are required to stop the vehicle in a safe location so that they can safely use their cell phone or similar device.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. Employees must not use handheld cell phones for business purposes while driving. Should an employee need to make a business call while driving, he/she should locate a lawfully designated area to park and make the call or use a hands-free speaking device such as a speakerphone/earpiece.

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**EMPLOYEE COPY**

**ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION  
and PARK DISTRICT PERSONNEL POLICY MANUAL AND TERMS OF  
EMPLOYMENT**

I have received my copy of the Pleasant Valley Recreation and Park District's Personnel Policy Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual.

UNREPRESENTED EMPLOYEES \_\_\_\_\_  
Initial

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages, and working conditions and locations at any time. I understand and agree that other than the General Manager of Pleasant Valley Recreation and Park District, no Manager, Supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing, signed by the Board of Directors.

I understand and agree that nothing in the Personnel Policy Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the District.

REPRESENTED EMPLOYEES \_\_\_\_\_  
Initial

I understand the Memoranda of Understanding between SEIU Local 721, and the Pleasant Valley Recreation & Park District supersedes any contradicting language contained in the Personnel Policy Manual/Personnel Policies and Procedures.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Please Print)

The information in this handbook supersedes all previously issued publications, documents or memoranda that would be in conflict with the provisions set forth herein.

**TO BE RETAINED IN THE EMPLOYEE'S HANDBOOK**

## RESOLUTION NO. 723

### **A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA REPLACING 2016 EMPLOYEE MANUAL AND 2019 UNREPRESENTED EMPLOYEE MANUAL**

**WHEREAS**, on April 6, 2016, the District Board of Directors approved the Employee Manual; and

**WHEREAS**, on March 6, 2019, the District Board of Directors approved the updated Unrepresented Employee Manual; and

**WHEREAS**, the intent of the Employee Manual and Unrepresented Employee Manual is to provide clarification to employees and management of the current personnel procedures, and

**WHEREAS**, in order to streamline and provide further clarification to the current personnel procedures, District staff recently prepared consolidated the Employee Manual and Unrepresented Employee Manual into the draft Personnel Policy Manual, which will be applicable to both represented and unrepresented employees, as provided; and

**WHEREAS**, District representatives met and conferred in good faith regarding the proposed draft Personnel Policy Manual with the representatives of the District's Service Employee International Union, Local 721 ("SEIU"); and

**WHEREAS**, SEIU has agreed with the proposed draft Personnel Policy Manual and has no objections to the District proceeding with adopting the proposed draft Personnel Policy Manual; and

**WHEREAS**, District staff recommends that the Board of Directors adopt the proposed draft Personnel Policy Manual attached hereto as Exhibit A.

**NOW, THEREFORE, THE PLEASANT VALLEY RECREATION & PARK DISTRICT, BOARD OF DIRECTORS, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The recitals above are true and correct and incorporated herein by this reference.

**Section 2.** The Board of Directors hereby adopts the following Personnel Policy Manual, attached in full hereto as Exhibit A. The Personnel Policy Manual attached hereto as Exhibit A shall supersede and replace the previous Employee Manual and Unrepresented Employee Manual and any subsequent amendments.

**Section 3.** This resolution shall be effective as of the date of its adoption.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of October, 2022.

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

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

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

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

ATTEST:

\_\_\_\_\_  
Bev Dransfeldt, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION AND PARK DISTRICT



# **EXHIBIT “A”**

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, Administrative Analyst**

**DATE: October 5, 2022**

**SUBJECT: APPROVAL OF A FIRST READING FOR THE  
ADOPTION OF ORDINANCE NO. 13, AN ORDINANCE  
OF THE BOARD OF DIRECTORS OF THE PLEASANT  
VALLEY RECREATION AND PARK DISTRICT  
SETTING BOARD MEMBER COMPENSATION**

**SUMMARY**

Approval of this first reading will allow for the adoption of Ordinance No. 13, an ordinance that sets board member compensation. The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set forth by the law.

**BACKGROUND**

The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set for by the law. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

At the July 7, 2021 Board meeting, the Board of Directors adopted Ordinance No. 12, setting District Board members compensation at \$110.25 per meeting, not to exceed 5 meetings per month.

Pursuant to Public Resources Code 5784.15 and Water Code 20202, the District Board may increase the daily compensation by no more than 5% for each calendar year following the operative date of the last adjustment.

**ANALYSIS**

The attached Ordinance has been reviewed by the District's counsel and has been approved to form. The purpose of this ordinance is to specifically raise the compensation rate for Directors by 5% to \$115.75 per meeting. This ordinance is required to be approved AFTER a public hearing and takes effect 30 days after the second reading. Additionally, this ordinance replaces Ordinance No. 12 in its entirety.

**FISCAL IMPACT**

District staff anticipates that with an approval of a 5% increase to days of service compensation, a maximum compensation increase of \$1,650 fiscal impact is expected.

**RECOMMENDATION**

It is recommended that the Board review and introduce Ordinance No. 13 by:

1. Making a MOTION to read the complete Ordinance No. 13 title – *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation* and to waive further reading;

**AND**

2. Making a MOTION to APPROVE the introduction and first reading of the District's *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation.*

**ATTACHMENTS**

- 1) Ordinance No. 13 (2 pages)

## ORDINANCE NO. 13

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING BOARD MEMBER COMPENSATION

WHEREAS, on July 7, 2021, the Board adopted Ordinance No 12 pursuant to Public Resources Code Section 5784.15 and Water Code Sections 20201 and 20202 to set the daily compensation of Board Members; and

WHEREAS, the current compensation for Directors for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board, not to exceed 5 meetings or activities each month, is \$110.25; and

WHEREAS, pursuant to Public Resources Code 5784.15 and Water Code 20202 the District Board may increase the daily compensation by no more than 5% for each calendar year following the operative date of the last adjustment; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on September 24, 2022 and September 30, 2022.

#### THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDAIN AS FOLLOWS:

**SECTION 1.** – The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** – Permitted Compensation

- A. The amount of compensation payable to each Director for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board is increased to \$115.75 as of compensation payable for December 2022.
- B. Directors may not receive compensation for services rendered for more than a total of 5 days in any calendar month per Public Resources Code Section 5784.15.
- C. In addition to daily compensation authorized in subsection A, the Board authorizes the reimbursement of any actual costs, per Resolution No. 583, incurred by a Director when rendering services as a Director by request of the Board.

**SECTION 3.** – Future Adjustments to Compensation. Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

**SECTION 4.** – This Ordinance will become effective 30 days from the date of adoption.

**SECTION 5.** – Upon the effective date of this ordinance, Ordinance No. 12 shall no longer be in effect.

**SECTION 6.** – The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

**PASSED AND ADOPTED** this 3rd day of November, 2022, by the following vote:

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

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

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

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chairman, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Beverly Dransfeldt, Secretary, Board of Directors  
Pleasant Valley Recreation and Park District

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT/AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Lanny Binney, Recreation Supervisor**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF  
AGREEMENT BETWEEN THE DISTRICT AND  
VENTURA ROLLER SPORTS**

**SUMMARY**

The Pleasant Valley Recreation and Park District (“District”) owns and operates a Roller Hockey Arena at Freedom Park. The District previously had two contract operators run roller hockey programs. The Roller Hockey arena is currently open with the exception of reserved times for the Ventura Derby Darlins.

**BACKGROUND**

The agreement between the Pleasant Valley Recreation and Park District and the former operator, Freedom Park Arena, was terminated in March 2018. Since that time, the District has been renting the arena to outside groups for a variety of activities. In the spring of 2022, Adam Poe approached the District about operating the roller hockey arena located at Freedom Park for youth and adult hockey programs.

Since March of 2022, staff has been working with Mr. Poe on terms of the agreement to establish an adult and youth hockey league at the Freedom Park Roller Hockey Arena. The Pleasant Valley Recreation and Park District (“District”) is proposing to enter into a Contract Operator agreement with Ventura Roller Sports for the use of the Freedom Park Inline Arena (“Arena”). Contract Operators are independent contractors that operate programs for the community at a District owned facility. Their programs are conducted under a written agreement approved by the Pleasant Valley Recreation and Park District Board of Directors. Ventura Roller Sports would not have exclusive use of the arena but be allowed to use the arena for their youth and adult hockey leagues, camps and tournaments. Like other Contract Operators with the District, Ventura Roller Sports would follow the contract written by the District and be responsible for rent and meeting certain agreed upon goals.

In 2004, the District entered into a Contract Operator Agreement with the Camarillo Roller Hockey League. The league operated for ten years but was never as successful as the District had hoped. The operator began paying fees in 2006 for \$3,750 a quarter. The Contract Operator was unsuccessful in running a program and maintaining the requirements of the contract. When the term of the contract expired in 2014, the District chose not to renew the

contract as terms of the contract were not met. In 2016, the District entered into an agreement with the Freedom Park Hockey Arena. The District resurfaced the floor prior to the agreement but the program had difficulties running due to the rains in the winter of 2017 and the Thomas Fire in December 2017. That agreement ended in March 2018, when the operator was not able to meet the contractual obligation to pay the District agreed upon fees.

Since March 2018, the hockey arena has been rented by the Ventura County Derby Darlins who use it on Tuesday and Thursday for practices and on Saturdays about four times a year for Derby Bouts. The rental revenue totals about \$11,000 annually for the District. There is no organized hockey program currently at the arena. In July of 2022 the District opened the Arena similar to rules as the District's Skate Park, with the exceptions of the reserved rental times for the Ventura County Derby Darlins.

When Mr. Poe approached staff in March of 2022, he provided a business plan and sat down with staff to discuss his experience and level of expertise running hockey programming. Mr. Poe has experience in running hockey leagues and programs in Burbank and San Jose to a variety of ages and skill levels. Mr. Poe was the Operations Manager at LA Kings Ice at Pickwick Gardens in Burbank for two and a half years. While in Burbank he was responsible for all oversight of operational aspects of the facility including ice & Zamboni maintenance, general facility upkeep and repairs, as well as league management of adult leagues including scheduling referees, scorekeepers, and scheduling games. He reported directly to the general manager of the facility and was also in charge of opening/closing the building as well as direct management of part time employees like skate guards, cashiers, janitors, etc.

When Mr. Poe was hired in Burbank, he was hired to assist in a \$10+ million renovation where the 75-year-old facility received its first renovation ever. He helped manage a complete remodel of every aspect in the building, where he oversaw the ice remodel. Mr. Poe led a team that helped completely tear out the old rink, and build the new one including ice, boards, glass, benches, scoreboard, etc. The position was mostly catered to the day-to-day operational success of the facility, so he took pride in keeping the facility to a good tier level to represent the LA Kings.

Following Burbank, he was the Director of Hockey Operations at The Plex, the Capitol of Northern California Roller Hockey in San Jose for two years. In San Jose, Mr. Poe oversaw every aspect of the two-rink facility. This included management of 45+ employees, management of leagues with over 200 teams, running youth & adult beginner programs, finding rentals for outside tournaments, events, & practices for 14 different sports, facility upkeep & repairs, as well as any day-to-day general management of the hockey department of The Plex.

Mr. Poe was tasked with the reopening of the business and restarting all league play & programming as California re-opened from COVID-19. He retained all 115 teams and a year later grew all leagues (youth & adult) to 208 teams after a year of operation. Mr. Poe set quarterly records of revenues as high as \$256,000, a number achieved while only having two rinks, when the facility previously had three before COVID-19. Mr. Poe was able to achieve these numbers by increasing all operations on the rinks including growth of new beginner

players & leagues to running tournaments, rentals for sports like volleyball, lacrosse, badminton, futsal, and more. These revenue records were one of the many measurable goals that Mr. Poe was most proud of during his time in charge of The Plex.

In San Jose, Mr. Poe was tasked with keeping track of large, detailed budgets. The Plex would operate their budget on a quarterly system where they would track overall revenue in depth from adult league revenue, youth league revenue, open skate revenue, rental revenue, volleyball revenue, and more. The total revenue to meet the budget was \$147,000. Mr. Poe would consistently be over \$200,000-\$250,000 per year. Mr. Poe also tracked expenses in detail from their most costly expense of employee payroll to stay under \$35,000 with around 50 part time employees, repair expenses, general expenses, merchandise expenses such as shirts, pucks, tape, water bottles, etc.

### ANALYSIS

The agreement outlines the responsibilities of the Operator and the District. The Operator will have access to the arena and the rink office to operate the programs during their permitted hours. This agreement would work around the Derby Darlins scheduled practices and bouts and keep the existing rental agreement between the District and the Derby Darlins. A Calendar Meeting and the Field/Facility Allocation and Use process will be applied to reserving the arena for both organizations.

The proposed rent is \$800 per month for an initial 6-month trial period. Additionally, the Ventura Roller Sports will be responsible for the cost of lights at \$100 per month and 67% of the porta potty expense of \$174 per month with outside rentals covering the other 33%. Following the 6-month period and successfully meeting the criteria as set in the agreement, the rent will increase to \$900 per month for the remainder of the year. If the Operator does not meet the criteria in the first 6 months, then the Operator will have a probationary period of 6 more months to succeed.

The generation of revenue is expected to be as follows:

(Year 1)

- Rent - \$10,800 - \$11,400
- Light Costs - \$1,200
- Porta Potty - \$1,400
- Total – \$13,400- \$14,000

Specifically, the Operator at its sole expense shall operate the Facility for Roller Hockey for youth and adult leagues, clinics and drop-in programs. The Facility shall not be utilized for any other purpose, unless specifically authorized in advance in writing by the District in its sole discretion.

The District will continue to rent out the hockey arena to outside organizations, such as the Derby Darlins and others on an as available basis. The Operator will not have exclusive use of the arena and therefore not pay a Possessory Tax.



The term of this Agreement shall be six (6) months, commencing on December 1, 2022, and terminating May 31, 2023. The parties shall then meet to discuss any potential extension based on the performance of the operator meeting the minimum criteria as set in item 5A and 5B of the agreement.

Operator can use time between the approval of the contract and December 1, 2022 to get the facility ready for operations to begin on December 1, 2022. List of improvements must be provided to the District for approval with a minimum of two weeks prior to the start of work and after insurance is received by the District.

For the term of 6 months (December 1, 2022 – May 31, 2023) the operator shall demonstrate success of the arena by providing a measurable success of the following programs:

- A. Operating four (4) days/nights per week on Monday, Wednesday, Saturday and Sunday only for roller sports/activities.
- B. Two successful leagues each week for the period of two sessions/seasons with a minimum of four teams in each league.

A minimum of 4 teams for both the winter and spring seasons and the Wednesday League with a minimum of four teams for both the fall and winter seasons would be satisfying these benchmarks as the program starts.

Staff and Mr. Poe have met over the last 6-7 months, discussed terms and conditions, and ultimately agreed on the contract language. The term for the agreement is if upon completion of the six (6) months and the Operator has met the performance criteria outlined in items 5A and 5B, the term of this agreement can extend for two (2) years (expiring on May 31, 2025), with the option to run the facility 7 days a week to exclude any of the current rental times from the existing renter at the facility.

If upon completion of the six (6) months and the Operator **has not** met the minimum criteria as set in item 5A and 5B, the trial period can be extended for another six (6) months (probation trial) commencing June 1, 2023, and terminating November 30, 2023, in order for the Operator to meet the minimum criteria. If criteria are met after the second trial period the term of the Agreement will be extended for one (1) year (expiring on November 30, 2024).

The language includes responsibility to run both adult and youth hockey leagues, keeping the arena clean and safe from debris and trash, providing a phone and computer at their own expense, and responsibility for the operations of the office space. The Operator will have access to two (2) sheds and the Operator will be responsible for the upkeep during the time of the agreement.

Both parties have reviewed the agreement. The agreement took into consideration all District policies and ordinances, including facility expectations and the operation of the league.

### **COMMITTEE REVIEW**

No committee review.

### **FISCAL IMPACT**

The fiscal impact will range from \$10,800 - \$11,400 in the first year (December 1 – November 30). The rent for the first initial 6 months will be \$800 per month and lights are \$100 per month. If the operator meets the criteria as outlined in 5A and 5B, then the rent would increase to \$900 per month and lights would remain at \$100 per month.

In the second year, (December 2023 – November 2024) the rent would increase by 6% to \$954 per month and lights will increase to \$120 per month for \$12,888 for the year.

In the third year, (December 2024 – November 2025) the rent would increase by 6% to \$1,011 per month and lights would increase to \$140 per month for \$13,812 for the year.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to provide a range of active leisure programs to meet the needs of the community.

### **RECOMMENDATION**

It is recommended the Board consider and approve the Agreement between the District and Ventura Roller Sports.

### **ATTACHMENT**

- 1) Agreement between the District and Ventura Roller Sports (12 pages)
- 2) Property Map (1 page)
- 3) AB2007 (4 pages)
- 4) Accident & Incident Report Form (2 pages)
- 5) Facility Alterations (2 pages)
- 6) Operator Provided Emergency Action Plan (8 pages)
- 7) Operator Insurance Requirements (3 pages)

## **AGREEMENT FOR OPERATION OF ROLLER HOCKEY FACILITY AT FREEDOM PARK**

This Agreement is by and between the Property Owner, Pleasant Valley Recreation and Park District (“District”), and the Contract Operator, Ventura Roller Sports, Inc. (“Operator”).

### **RECITALS**

A. District owns that certain parcel of real property (the “Property”) located in the City of Camarillo, County of Ventura, State of California, APN No. 230-0-030-245, comprising a portion of District’s Freedom Park. The Property is depicted on the map attached as Attachment “A,” incorporated by reference herein.

B. In accordance with its authority contained in Public Resources Code sections 5786 and 5786.1, District desires to utilize a portion of the Property for Roller hockey and inline skating. The portion of the Property and the existing and any future Hockey Arena improvements thereon shall hereafter be referred to as the “Facility.”

C. Operator proposes to operate and maintain the Facility for public use as described in this Agreement.

D. This Agreement sets forth the Parties mutual understanding and agreement as to the terms and conditions of the operation and maintenance of the Facility by Operator.

**NOW, THEREFORE**, based on the mutual covenants and conditions as set forth herein, the parties agree as follows:

1. **Grant of Operator Rights:** Condition of Facility. District hereby grants Operator the right to use and operate the Facility, in strict accordance with the terms and conditions set forth herein, for the purposes set forth in Section 2.

Operator acknowledges that (i) the Facility is in good and tenable condition; (ii) Operator has determined that the Facility is acceptable for Operator’s use; (iii) neither District nor any of its directors, officers, employees, volunteers, or agents (“District Parties”) has made any representations or warranties in connection with the physical condition of the Facility or its fitness for Operator’s use upon which Operator has relied directly or indirectly for any purpose; and (iv) Operator accepts the Facility in “AS-IS” condition and agrees that District shall not be obligated to make any alterations, additions or improvements thereto.

2. **Use of Facility.** Operator shall make the Facility available and shall operate the Facility for public recreational use consistent with the public purposes for which it was originally conveyed to the District by the County of Ventura, and in strict compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The general public shall be allowed use of the Facility, and ingress and egress to the Facility, subject to reasonable restrictions and conditions established by Operator. All restrictions and conditions imposed by Operator are subject to review, approval and modification by District, in District’s sole and complete discretion which may be exercised for any reason and without penalty to District (hereafter “sole discretion”).

Specifically, Operator at its sole expense shall operate the Facility for Roller hockey, inline skating,

roller skating, box lacrosse, and ball hockey. The Facility shall not be utilized for any other purpose, unless specifically authorized in advance in writing by the District in its sole discretion.

The Facility has no private or designated parking lot. Users can park in available adjacent parking lots. Parking may not be reserved for Facility events or operation without authorization by the District.

The Facility shall be operated by the Operator only during the times Freedom Park is open to the public as a public recreational facility. If Operator determines that it would be advantageous to operate the Facility at times when Freedom Park is not open to the public, Operator may request authorization to keep the Facility open during such times. Authorization to open the Facility when Freedom Park is closed must be given in writing by the District's General Manager or designee. If such authorization is given, the Operator is solely responsible for providing adequate security to the Facility and its patrons during said extended hours.

District and District's Parties shall have no responsibility to safeguard the Facility or any of the equipment and property of Operator or its employees, customers, invitees, agents or contractors ("Operator's Parties"). District and District Parties shall have no responsibility to safeguard or protect Operator or Operator's Parties from bodily injury (including death) or personal injury.

Hours of operation must be visibly posted by Operator at the Facility and communicated effectively to the public.

**3. Title to Facility.** This Agreement shall not constitute a grant to Operator of any real property or estate interest in the Facility, whether fee, leasehold, easement, license, or otherwise. District retains all ownership right to the Facility; and all improvements constructed thereon; and the right to possession of the Facility, except as granted to Operator herein. Operator's rights shall be strictly limited to those rights provided herein. Operator shall not permit, allow or establish mortgages, deeds of trust, liens, or any other encumbrance of any nature against the Facility, the Property or any other property owned by District.

**4. District Regulations.** Operator acknowledges that the Facility is part of Freedom Park. Accordingly, Operator agrees that it shall operate and maintain the Facility in a manner consistent with the ordinances, rules, regulations, and policies established by the District for parks and facilities within the District ("District Rules"), including Freedom Park, as outlined in District Ordinance 8, as amended from time to time. In the event District determines that Operator is not operating the Facility in a manner consistent with District Rules, District shall so advise Operator concerning the inconsistencies, and Operator must immediately change its operations to conform with District Rules. To the extent that District Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

**5. Term of Agreement.** The term of this Agreement shall be six (6) months, commencing on December 1, 2022, and terminating May 31, 2023. The parties shall then meet to discuss any potential extension based on the performance of the operator meeting the minimum criteria as set in item 5A and 5B.

Operator can use time between the approval of the contract and December 1, 2022 to get the facility ready for operations to begin on December 1, 2022. List of improvements must be provided to the

District for approval with a minimum of two weeks prior to the start of work.

For the term of 6 months (December 1, 2022 – May 31, 2023) the inline hockey operator shall demonstrate success of the arena by providing a measurable success of the following programs:

- A. Operating four (4) days/nights per week on Monday, Wednesday, Saturday and Sunday only for roller sports/activities.
- B. Two successful leagues each week for the period of two sessions/seasons with a minimum of four teams in each league.

For example: the Monday Coed league has a minimum of 4 teams for both the winter and spring seasons and the Wednesday Adult Silver League has a minimum of four teams for both the fall and winter seasons.

If upon completion of the six (6) months (December 1, 2022 – May 31, 2023) and Operator has met the performance criteria outlined in items 5A and 5B, the term of this agreement can extend for two (2) years (expiring on May 31, 2025). With the option to run the facility 7 days a week to exclude any of the current rental times from the existing renter at the facility.

If upon completion of the six (6) months (December 1, 2022 – May 31, 2023) and the Operator **has not** met the minimum criteria as set in item 5A and 5B, the trial period can be extended for another six (6) months (probation trial) commencing June 1, 2023, and terminating November 30, 2023, in order for the Operator to meet the minimum criteria. If criteria are met after the second trial period the term of the Agreement will be extended for one (1) year (expiring on November 30, 2024).

On the expiration or termination of this Agreement, Operator shall promptly surrender and deliver the Facility to District in good condition and repair subject to reasonable wear and tear and shall surrender all keys to the Facility or, in the event of the loss of any keys, Operator shall reimburse District for the cost of replacing same. At the expiration of this Agreement, if Operator holds over for any reason, it is agreed, in absence of a written agreement to the contrary, that no new tenancy shall be created, and that Operator must immediately vacate the Facility and tender any unpaid use fees to District.

**6. Fees to Be Charged.** The fees charged shall be generally consistent with charges made by similar facilities in Ventura County and Southern California. Operator must provide District with a fee schedule and notice of any fee changes thirty (30) days in advance of the proposed implementation of revised fees.

**7. Utility Payments by Operator.**

A. Operator will make utility payments directly to utility company for all utilities except water used by Operator at the Facility and is solely responsible for all costs in connection therewith.

B. Operator shall pay District a monthly fee for lights in the amount of \$100 per month for the first year December 1, 2022, through December 1, 2023.

The fee will increase to \$120 per month for the year of December 1, 2023, through December 1, 2024.

The fee will increase to \$140 per month for the year of December 1, 2024, through December 1, 2025.

C. Operator shall pay District a monthly fee for the portable toilet. Fee will be the amount of the bill split between Roller Hockey renter and Operator. The existing Renter will be responsible for 33% and Operator will be responsible for 67%. If current renter shall leave the District Operator shall be responsible for the entirety of the monthly bill or choose to remove the portable toilet.

Utility Payments are due and payable to District monthly in arrears on the first (1<sup>st</sup>) day of each calendar month, and no later than the seventh (7<sup>th</sup>) day of the calendar month for the prior month. For example, Operator shall pay all utility payments due to District no later than October 7 for month ending September 30.

If utility payments are received after the 7<sup>th</sup> day of any month, a \$100 late fee shall be charged and payable immediately.

**8. Direct Cost Services.** Operator is solely responsible for all costs associated with services and/or equipment provided or used at the site for the benefit of the Operator's site users as needed to operate the Facility. Examples of such services are: porta-potty/sink rentals and service and gardening. The District is not fiscally responsible for direct cost services to the site.

**9. Maintenance of Facility.** The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by Operator in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator agrees to diligently comply with this obligation, at Operator's sole cost. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) trash and debris from the arena and throughout the Facility. Operator is required to inform the District of any repairs or improvements over \$500.

In the event the Facility, or any improvements, equipment or fixtures therein are damaged or destroyed by any cause, including, but not limited to damage or destruction from natural causes such as fire, explosion, smoke, lightning, flood, earthquake, and storm, and also including but not limited to damages resulting from human acts such as vandalism, mischief, riot or public disorder, aircraft and vehicular damages, and similar causes, regardless of whether said cause of damage or destruction was within or outside the control of Operator, except for damage or destruction caused by the gross negligence or willful misconduct of District, its agents or employees, Operator shall promptly secure the area affected and repair such damage or destruction to restore the Facility to its condition prior to such damage or destruction as quickly as repairs or restoration can reasonably be made. All costs associated with the repair or restoration of the Facility shall be borne solely by the Operator and/or its insurance.

At the conclusion or termination of this Agreement for any reason (including default), any and all moveable improvements, equipment and supplies present at the Facility shall be the property of Operator and must be removed within twenty (20) days after termination of this

Agreement. Operator shall not remove any improvements, fixtures or equipment which have become a physical part of the Facility. All such items which have become a part of the Facility shall be delivered to District in a state of good condition and repair. Operator shall also deliver to District all monies and other property due to District under this Agreement. Operator shall also deliver to District all materials, property, copies of records, and other items which would have been provided to District or which District would have been permitted to inspect pursuant to Section 15.

**10. Alterations to Facility.** No alterations or improvements to the Facility shall be made or constructed by Operator, without the advance written consent of District. Consent may be withheld by District in its sole discretion.

Should the **Organization** wish to make any facility improvements to **District** property, they shall follow the **District** processes and procedures found in Attachment D.

The cost of any and all alterations or improvements to the Facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance and bonds) shall be borne solely by Operator.

**Prior to any such work, Operator shall submit to District for review plans, specifications and drawings detailing the proposed work. The plans, specifications and drawings shall be submitted in a form satisfactory to District. District, in its sole discretion, may require Operator to make changes to the plans, specifications or drawings. Although District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The Operator expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.**

As a condition to receiving approval to make such alterations or improvements to the Facility, Operator shall provide District with: (a) payment and performance bonds equal to one hundred percent (100%) of the estimated cost of the work; and (b) liability insurance coverage in scope, amount and form as required by District. Operator shall additionally comply with any other conditions imposed by District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the County of Ventura Department of Airports, the Federal Aviation Administration and the City of Camarillo, given the proximity of the Facility to the Camarillo Airport, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, Operator shall diligently prosecute the work to completion. Operator shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the Facility associated with work performed or materials supplied.

**11. Insurance and Indemnity.**

**A. Liability Insurance:** Operator shall procure and maintain throughout the term of this Agreement Commercial General Liability insurance in a form and with coverage

acceptable to District. **District and District Parties shall be named as an “Additional Insured” under said insurance, and the insurance carrier shall issue an “Additional Insured” Endorsement in favor of District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to Operator’s commencement of operation of the Facility under the terms of this Agreement.** District shall not be responsible for the insufficiency of any insurance policy provided by Operator pursuant to this Agreement, and District shall have no liability to Operator as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) Operator’s insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, Operator’s insurance shall be primary insurance as respects District and District’s Parties. Any liability insurance of District shall be excess of Operator’s insurance and shall not contribute with it. Operator shall require all contractors and subcontractors performing alteration or improvement work on the Facility in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of Operator and District, as provided herein.

**B. Indemnification/Hold Harmless: Operator agrees to indemnify, defend and hold harmless District and District’s Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Roller hockey or inline skating, participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with Operator’s performance of its obligations hereunder or Operator’s failure to comply with such obligations, except such loss or damage caused by the gross negligence or willful misconduct of District. These indemnification provisions shall survive the term of this Agreement.**

**Specific insurance requirements can be found in Attachment F – PVRPD Insurance Requirements and are subject to change based on the District Risk Management guidelines.**

**12. Use of photographs and video.** Operator consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. Operator waives any right to review or approve the finished product or the use to which it may be applied.

**13. Use Fee Payment by Operator.** Operator shall pay to District, as a Use Fee for the Facility, the monthly payments described below.

December 1, 2022, to the end of the term of the trial period - \$800 per month

After the completion of either the initial or secondary trial period the Use Fee will increase to - \$900 per month.

After the completion of a 1-year post trial period(s) the Use Fee payment will increase



by 6% - \$954 per month.

The Use Fee payment is due and payable to District monthly in arrears on the first (1<sup>st</sup>) day of each calendar month, and no later than the seventh (7<sup>th</sup>) day of the calendar month for the prior month. For example, Operator shall pay all Use Fees due to District no later than October 7 for month ending September 30.

If a Use Fee payment is received after the 7<sup>th</sup> day of any month, a \$100 late fee shall be charged and payable immediately.

**14. Accounting Records:** Operator shall maintain, at its sole expense, a comprehensive system of books, records, and accounts concerning its activities at the Facility. Such books, records, and accounts shall be kept on a fiscal year basis and based on the cash method of accounting in accordance with generally accepted accounting principles, consistently applied. Such books, records, and accounts shall include, without limitation, vouchers, questionnaires, and similar materials of general distribution, which are not expected to have a material effect upon the construction and operation of the Facility or the District. Operator shall retain such records for a period of not less than three years. At District's request, Operator shall make its books, records and accounts available at the Facility or other location as specified by District for inspection by District and District's Parties during business hours.

Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Facility patron, spectator, bystander, or third party) affecting the Facility or its operation, and all occurrences and circumstances affecting in any manner District's rights under this Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement, Operator at its sole expense shall furnish to District such further information concerning the operation, management, promotion, repair, servicing, and maintenance of the Facility, that may be requested from time to time by District.

**15. Inspection of Facility.** District and District's Parties shall have the right to enter upon the Facility at any and all reasonable times for the purpose of inspection of the Facility, including the Operator's improvements, equipment and fixtures, and for observation of Operator's activities. During these inspections District and District's Parties shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place in the Facility.

**16. Relationship of Parties:** The relationship of Operator to District under this Agreement shall be that of an independent contractor using District property for the operation of Operator's independent business. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of principal and agent. Operator shall have no right to obligate District in any manner whatsoever. Operator is and shall be an independent business

solely responsible for performance of the obligation assumed by Operator under this Agreement and solely responsible for the operation and maintenance of the Facility. All personnel employed in connection with Operator's use and operation of the Facility shall be employees of Operator, and they shall have no employment relationship with District. Operator shall be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. Operator shall be solely responsible for establishing policies and procedures relating to the employment of such personnel.

Notwithstanding the forgoing, Operator shall not discriminate against any employee because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Operator agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause. In its operation of the Facility Operator shall comply with the provisions of the California "Unruh Civil Rights Act" and the "California Fair Employment and Housing Act" together with all amendments and recodifications of said laws.

Operator will conduct inline/roller skating programs as scheduled on the Operator website, signage at the facility or other form of media. Reservation of the arena must be conducted through the District on an availability basis. Any time conflicts for operation of the arena will be worked out between Operator and the District. If conflict cannot be resolved, a Letter of Protest may be filed to the General Manager.

**17. Safety:** Operator must fingerprint and/or perform adequate background screening (LiveScan, for example) for all coaches/volunteers associated with the Operator as required by all applicable laws. Operator shall provide the District with a signed letter or documentation on an annual basis stating they have complied with performing a screening process.

AB 2007 compliance requires that "[a] youth sports organization that elects to offer an athletic program" must comply with the items located in **Attachment B – AB 2007 Concussions and Other Head Injuries**. A letter must be submitted each year to the **District** that the **Operator** has complied with these regulations.

Operator shall submit a completed Accident/Incident Report (**Attachment C – Accident/Incident Report**) for any participants, spectators, volunteers, judges/referees or paid staff that may result in any claims against the **District** within 72 hours of the accident/incident or when the **Operator's** volunteer and/or staff is first alerted to the incident.

**18. Default:** If Operator defaults in its performance of any provision contained in this Agreement after any applicable cure period, District may exercise any and all remedies which may be available to District pursuant to law, and District may exercise any and all remedies granted to District pursuant to this Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Operator is expressly made a condition of this Agreement, and upon

a breach thereof, if not promptly remedied by Operator, District may exercise any and all rights of entry upon the Facility and may terminate this Agreement.

In the event District determines that Operator has defaulted in any of its obligations under this Agreement, District shall deliver to Operator a written notice advising Operator of the provisions of this Agreement in which it is in default. The notice serves as notification that Operator shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. In the event Operator defaults in the payment of any funds to District, Operator shall have a period of seven (7) days within which to remedy the default. If Operator defaults in the performance of any other obligation under this Agreement, Operator shall have a period of thirty (30) days within which to remedy such default. If Operator does not remedy a default in its obligations under this Agreement pursuant to the remedy provisions provided above, all rights of Operator to use the Facility shall forthwith cease and terminate upon delivery to Operator of a notice of termination by the District.

In the event of termination for default, Operator shall receive no compensation for construction of any Facility improvements made by Operator. Upon termination of this Agreement, Operator shall remain liable for its obligations that have accrued up to and including the termination date and shall promptly pay to District all amounts due under the terms of this Agreement. Such payment shall be made as soon after the effective date of the termination, as such amounts are determinable upon the effective date of the termination.

**19. Operation of Facility.** In addition to its other covenants contained herein, Operator agrees to operate the Facility in an efficient manner as a high-quality Inline hockey facility, and at all times maintain some organization and personnel sufficient to enable it to carry out all of its duties, obligations, and functions under this Agreement. Operator shall properly supervise and direct its employees and other parties implementing the performance of Operator's duties, obligations and functions under this Agreement and all applicable laws. Operator is solely responsible for the performance of its employees and other parties. Further, Operator shall directly supervise, manage, and at Operator's sole expense, be responsible for all independent contractors, suppliers, and entities engaged in the operation, repair, maintenance, servicing, and promotion of Operator's business and activities on the premises and in any other activity in connection with the Facility and any other activity within the scope of this Agreement including, without limitation, those contractors, suppliers and entities: (a) necessary for the provision of all utility, repair, restoration, maintenance, and security services, (b) necessary or desirable for the efficient operation of a high quality "Roller Hockey Arena" facility, and (c) otherwise required by this Agreement. Without limiting the application of any higher standards required pursuant to (a), (b), and (c) immediately above, Operator at its sole expense shall comply with all requirements of the insurance policies and insurance carriers (including District's carriers) insuring the Facility.

**20. Permits and Authorizations.** Operator at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consents, and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of the Facility and for the performance by Operator of its duties and obligations under this Agreement. All such licenses, permits, consents, and authorizations shall be in the name of Operator.

Operator covenants that it shall take all actions necessary to establish and remain a

corporation in good standing and shall comply with all applicable California law related thereto.

**21. Notices:** Any notice required or permitted under this Agreement shall be in writing and be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

To the District

Pleasant Valley Recreation & Park District  
1605 E. Burnley Street  
Camarillo, California 93010  
Attention: General Manager  
[motten@pvrrpd.org](mailto:motten@pvrrpd.org)  
805-482-1996 x114

To the Operator

Ventura Roller Sports  
c/o Adam Poe  
1967 Ramsgate Circle  
Thousand Oaks, CA 91360  
[apoe@venturarollersports.com](mailto:apoe@venturarollersports.com)  
805-341-2181

Either party may from time to time specify in writing to the other party a different address to which notice shall be sent. All notices sent to that party following the giving of such notice shall be sent to the new address.

**22. Assignment.** The rights and obligations of the Operator shall not be assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may assign District's rights under this Agreement.

**23. Real and Personal Property Taxes.** Operator shall pay prior to delinquency any and all personal property taxes and possessory interest taxes attributable to the Facility. (Operator is aware that this leasehold will be subject to possessory interest taxes as assessed by the County of Ventura.) Operator shall indemnify, defend and hold harmless District against any and all such taxes, fees, penalties or interest assessed, or imposed against District hereunder. In the event Operator fails to timely pay any tax, assessment, fee, penalty or interest, District, at its option, shall have the right to pay such charge and treat such payment as additional rent to be charged to Operator and paid by Operator to District within five (5) days after receipt of written notice from District. Operator shall be solely responsible for the payment of all taxes attributable to its operations, including but not limited to, sales taxes and income taxes.

**24. Successors and Assigns.** Subject to the restrictions on transfers contained in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any entity or party, such reference shall be deemed to include a reference to the successors and

permitted assigns of such entity or party.

**25. Waiver.** No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by such other party of the obligations of that party under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such other party of the same or any other obligations of such other party under this agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.

**26. Additional Remedies.** The rights and remedies of the parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.

**27. Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written Agreements, understandings, representations, and covenants.

**28. Severability.** If any provisions of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**29. Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include the plural, and the plural shall include the singular. Titles of sections in this Agreement are for convenience only and neither limits nor amplifies the provisions of this Agreement. All references in this Agreement to sections shall refer to the corresponding article of this Agreement.

**30. Amendment.** No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.

**31. Interpretation.** This agreement is the result of negotiations between the parties and each party has had the opportunity to consult with an attorney regarding its provisions. No provision of this agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.

**32. Governing Law Venue.** This Agreement and the obligation of District and Operator shall be interpreted, construed and enforced in accordance with the laws of the State of California. Any litigation brought by the parties in connection with this Agreement shall be filed in a court of competent jurisdiction in the County of Ventura, State of California.

**33. Alcohol and Drugs.** At no time shall Operator or any agent thereof sell, give away, or allow the consumption of alcohol or drugs at the Facility or on other property of District.

34. **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth.

In witness whereof, District and Operator have executed this Agreement on (date)\_\_\_\_\_at Camarillo, California.

“District”:

Pleasant Valley Recreation and Park District,  
a California Special District

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

Its: \_\_\_\_\_

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

ATTEST:

“Operator”

Ventura Roller Sports

\_\_\_\_\_

By: Adam Poe

Its: President

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

Attachments to include the following documents:

- Attachment A – Property Map
- Attachment B – AB 2007
- Attachment C – Accident & Incident Report Form
- Attachment D – Facility Alterations
- Attachment E – Operator Provided Emergency Action Plan
- Attachment F – Operator Insurance Requirements



**ATTACHMENT B – AB 2007**  
**AB 2007 Concussions or other head injuries**

CHAPTER 516

An act to add Article 2.5 (commencing with Section 124235) to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, relating to youth athletics.

[ Approved by Governor September 23, 2016. Filed with Secretary of State  
September 23, 2016. ]

LEGISLATIVE COUNSEL'S DIGEST

AB 2007, McCarty. Youth athletics: youth sports organizations: concussions or other head injuries.

Existing law requires a school district, charter school, or private school, if it offers an athletic program, to immediately remove an athlete from an athletic activity for the remainder of the day if the athlete is suspected of sustaining a concussion or head injury, and prohibits the athlete from returning to the athletic activity until the athlete is evaluated by a licensed health care provider, trained in the management of concussions, and acting within the scope of his or her practice, and the athlete receives written clearance from the licensed health care provider to return to the athletic activity. Existing law also requires, on a yearly basis, a concussion and head injury information sheet to be signed and returned by the athlete and athlete's parent or guardian before the athlete's initiating practice or competition.

This bill would apply these provisions to athletes participating in youth sports organizations, as defined to include organizations, businesses, nonprofit entities, or local governmental agencies that sponsor or conduct amateur sports competitions, training, camps, or clubs in which persons 17 years of age or younger participate in any of 27 designated sports. The bill would require youth sports organizations to notify the parents or guardians of athletes 17 years of age or younger who have been removed from athletic activities due to suspected concussions, as specified. The bill would require youth sports organizations to offer concussion and head injury education, or related educational materials, or both, to each of their coaches and administrators on a yearly basis, as prescribed. The bill would require each of these coaches and administrators to successfully complete the concussion and head injury education offered under the bill at least once either online or in person.

The bill would also require a youth sports organization to identify procedures for ensuring compliance with the bill's requirements for providing concussion and head



injury education and a concussion and head injury information sheet. The bill would additionally require the youth sports organization to identify procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol, as specified. The bill would specify that it applies to all persons participating in the activities of a youth sports organization, irrespective of their ages.

**DIGEST KEY**

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

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**BILL TEXT**

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.**

Article 2.5 (commencing with Section 124235) is added to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, to read:

**Article 2.5. Youth Sports Concussion Protocols  
124235.**

(a) A youth sports organization that elects to offer an athletic program shall comply with all of the following:

(1) An athlete who is suspected of sustaining a concussion or other head injury in an athletic activity shall be immediately removed from the athletic activity for the remainder of the day and shall not be permitted to return to any athletic activity until he or she is evaluated by a licensed health care provider. The athlete shall not be permitted to return to athletic activity until he or she receives written clearance to return to athletic activity from a licensed health care provider. If the licensed health care provider determines that the athlete sustained a concussion or other head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider.

(2) If an athlete who is 17 years of age or younger has been removed from athletic activity due to a suspected concussion, the youth sports organization shall notify a parent or guardian of that athlete of the time and date of the injury, the symptoms observed, and any treatment provided to that athlete for the injury.

(3) On a yearly basis, the youth sports organization shall give a concussion and head injury information sheet to each athlete. The information sheet shall be signed and returned by the athlete and, if the athlete is 17 years of age or younger, shall also be signed by the athlete's parent or guardian, before the athlete initiates practice or competition. The information sheet may be sent and returned through an electronic medium including, but not necessarily limited to, fax or electronic mail.

(4) On a yearly basis, the youth sports organization shall offer concussion and head injury education, or related educational materials, or both, to each coach and administrator of the youth sports organization.

(5) Each coach and administrator shall be required to successfully complete the concussion and head injury education offered pursuant to paragraph (4) at least once, either online or in person, before supervising an athlete in an activity of the youth sports organization.

(6) The youth sports organization shall identify both of the following:

(A) Procedures to ensure compliance with the requirements for providing concussion and head injury education and a concussion and head injury information sheet, as contained in paragraphs (3) to (5), inclusive.

(B) Procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol required pursuant to paragraph (1).

(b) As used in this article, all of the following shall apply:

(1) “Concussion and head injury education and educational materials” and a “concussion and head injury information sheet” shall, at a minimum, include information relating to all of the following:

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

(C) Best practices for removal of an athlete from an athletic activity after a suspected concussion.

(D) Steps for returning an athlete to school and athletic activity after a concussion or head injury.

(2) “Licensed health care provider” means a licensed health care provider who is trained in the evaluation and management of concussions and is acting within the scope of his or her practice.

(3) “Youth sports organization” means an organization, business, nonprofit entity, or a local governmental agency that sponsors or conducts amateur sports competitions, training, camps, or clubs in which persons 17 years of age or younger participate in any of the following sports:

(A) Baseball.

(B) Basketball.

(C) Bicycle motocross (BMX).

(D) Boxing.

(E) Competitive cheerleading.

(F) Diving.

- (G) Equestrian activities.
- (H) Field hockey.
- (I) Football.
- (J) Full contact martial arts.
- (K) Gymnastics.
- (L) Ice hockey.
- (M) Lacrosse.
- (N) Parkour.
- (O) Rodeo.
- (P) Roller derby.
- (Q) Rugby.
- (R) Skateboarding.
- (S) Skiing.
- (T) Soccer.
- (U) Softball.
- (V) Surfing.
- (W) Swimming.
- (X) Synchronized swimming.
- (Y) Volleyball.
- (Z) Water polo.
- (AA) Wrestling.

(c) This section shall apply to all persons participating in the activities of a youth sports organization, irrespective of their ages. This section shall not be construed to prohibit a youth sports organization, or any other appropriate entity, from adopting and enforcing rules intended to provide a higher standard of safety for athletes than the standard established under this section.

# ACCIDENT REPORT

Date of Report: \_\_\_\_\_

Person's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ Facility: \_\_\_\_\_

Program: \_\_\_\_\_ Employee in Charge of Facility/Program: \_\_\_\_\_

Disposition: Home: \_\_\_\_\_ Hospital (Name): \_\_\_\_\_

Doctor: \_\_\_\_\_ Other: \_\_\_\_\_ Taken By: \_\_\_\_\_

Ambulance Service (Name): \_\_\_\_\_

Description of Injury: \_\_\_\_\_

\_\_\_\_\_

Part(s) of Body Injured: \_\_\_\_\_

\_\_\_\_\_

Description of Accident: \_\_\_\_\_

\_\_\_\_\_

Describe First-Aid Administered: \_\_\_\_\_

\_\_\_\_\_

## Witnesses

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACCIDENTS: All accidents must be reported to the District Office (482-1996) immediately.**

Report completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pleasant Valley Recreation and Park District

**INCIDENT REPORT**

(All reports due in office within 24 hours)

Location Name: \_\_\_\_\_ Date: \_\_\_\_\_

Time incident occurred (or possible time span): \_\_\_\_\_

Name of individual (if known): \_\_\_\_\_ Age: \_\_\_\_\_

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

Nature of incident (give detailed description): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What damage resulted? Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did you witness the incident? \_\_\_\_\_ Any other witnesses? Name(s): \_\_\_\_\_

\_\_\_\_\_

Describe action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

Costs: Labor \$: \_\_\_\_\_ Material \$: \_\_\_\_\_

Person reporting: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

*Office follow-up:* \_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT D

### Development of Site

During the term of this Agreement, the Premises (field, facilities, **District** furnishings) may require modification or development to meet the needs of the **Organization**.

- A. In such event, all costs incurred in such work shall be borne by the **Organization** without contribution from the **District**, unless agreed upon in writing by both parties that the **District** will share in the cost of the work. If the **District** shares in the cost of the work, **Organization** understands and agrees that the work will be subject to the payment of prevailing wages and agrees to indemnify and hold the **District** harmless from any claims, actions, or penalties in connection the failure to properly pay or report prevailing wages.
- B. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the **District** for review prior to any work being performed. The **District** shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the **Organization**. If either the **Organization** or the **District** so requests, a meeting shall be held between representatives of the **Organization** and the **District** to resolve problems or clarify matters related to the plans and specifications. If the **District** finds the plans and specifications to be acceptable, it shall so advise the **Organization** in writing, and the **Organization** shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the **District** the **Organization** shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the **District**. Any construction by **Organization** shall be in strict accordance with all local building codes and requirements. Any project having an estimated value greater than \$25,000 will be required to follow the **District's** formal bidding procedures.
- C. All modifications, improvements, and additions performed by the **Organization** shall be completed in strict accordance with the plans and specifications which have been approved by the **District**, using materials and construction techniques which are consistent with **District** standards. Construction by the **Organization** shall be in strict accordance with all local building codes and requirements.
- D. In the event that a temporary or permanent alteration is made by **Organization** to the Premises, **Organization** shall provide such faithful performance bonds and labor and material bonds as **District** may reasonably demand. The terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the **District General Manager** and/or his or her designee and shall be in strict accordance with all local and state building codes and requirements including prevailing wage and bidding requirements when applicable.

- E. The **District** reserves for itself the right to inspect all such work. Accordingly, the **Organization** shall plan and coordinate such work with the **District** to provide for such inspection. In the event **District** inspectors determine that work is not being performed in accordance with the plans and specifications, the **Organization** shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the **District** may, at its option, require termination of work on such modification or development, or **District** may correct such deficiencies and all costs so incurred shall be paid by the **Organization** within ten (10) days after submission of an itemized statement.
- F. During any modification, improvements or new additions, the **Organization** shall assign a person to coordinate work being performed with **District** personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with **District** staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.



Ventura Roller Sports  
528 Convair Street,  
Camarillo, CA 93010

## **Ventura Roller Sports Emergency Action Plan**

Outlined below are the actions, plans, and protocols for varying emergency situations for Ventura Roller Sports. Shared in this document are protocols and actions for staff, customers, players, coaches, spectators, etc that will be accessible to any user or contributor to Ventura Roller Sports.

### **Action Contents:**

- Ventura Roller Sports will provide a detailed emergency action plan for any and all situations that will occur during any Ventura Roller sports programming, including injuries, medical conditions, etc.
- The EAP will be signed, and submitted by VRS Program Director, Adam Poe, to the PVRPD prior to any operation.
- The Program Director is responsible for ensuring all users of the facility are aware of all emergency action plans & procedures. A copy of the EAP will be available on the Ventura Roller Sports website.
- Referees/club coaches of the facility will have USA Hockey, RHA, or AAU Certification & representation to provide the highest standard of safety and organization.

### **Emergency Action Plan**

This Emergency Action Plan (EAP) was created to assist Ventura Roller Sports Staff in responding to emergency situations during any VRS programming. The development and implementation of the EAP will ensure the players & staff are supplied with the information necessary for reacting responsibly and properly in the event of an emergency situation.

Immediate action must be required in emergency and life threatening situations to provide the best care/ actions to any users or contributors of the facility. Ventura Roller Sports maintain the responsibility to execute said EAP and all procedures to create the safest possible hockey facility to any and all participants.



EAP will be posted throughout multiple locations at the facility, as well as being linked on our VRS websites & social media platforms.

The Freedom Park Hockey arena does not have a land line, and all staff, and operators will be required to have their own cell phone to assist in emergency situations, to help get the fastest medical service if/when it is needed. The participants & staff will not rely on the facility for medical communication, & individual cell phones will be relied on as the first form of communication for emergency medical attention.

Ventura Roller Sports will require all participants (players, coaches, referees, etc.) to have AAU insurance to also assist in any medical/liability cost in the case of an injury, medical situation, or emergency.

### **Emergency Responsibilities:**

All responsibility to carry out EAP procedures, as well as first tend to any injury, medical condition, or emergency will be on the VRS operator/program director. Coaches, referees & staff will be second in line to maintain responsibility to assist in any emergency situation. If deemed necessary, first responders will be notified by any staff on site in the most time sensitive fashion possible.

During any VRS programming, the First Responder to an emergency situation for the Cougars is the highest certified and trained person on the site where the injury occurs. The First Responder will most often be the VRS program director or staff, although other personnel may fill this role if their certification and training is greater than that of the VRS Staff. The primary role of the first responder is to establish scene safety and immediate care of the athlete.

### **Steps of Emergency Action Plan**

- Assess emergency situation (injury, medical emergency, natural disaster, or TBD emergency)
- Determine what care is needed ( can be helped with first aid, and trained protocols by VRS staff, or if first responders are needed)

### 911 protocol:

- Dial 911
- Provide name, current location, and telephone number to the dispatcher
- Explain nature of the emergency, whether medical or non-medical \* Provide number of athletes involved
- Review condition of athlete(s) • inform of first aid treatment initiated by first responder
- Provide specific directions as needed to locate the emergency scene
- Share other information as requested by dispatcher

If the on-site EMS responders determine that the athlete is in an emergency situation, it is the policy of tVentura Roller Sports that the injured athlete be transported by ambulance, where the necessary staff and equipment is available to deliver appropriate care. Parents or guardians have the final say as to emergency transportation. Adults (18+) dealing with a head trauma related injury may be taken to the hospital via ambulance at decision of the program director if deemed that the injured person cannot make a proper decision due to said head injury. Ventura Roller Sports personnel will not transport injured participants.

### **Non- medical Emergencies:**

Non-medical emergencies encountered during practices and games include natural disaster/inclement weather, heat-related emergencies, and active shooter situations. The VRS policy states protecting athletes and spectators is the highest priority. All participants must be aware of the danger presented by lightning, tornados, earthquakes, natural disasters, and other hazardous weather. The following guidelines represent general principles regarding the dangers involved with lightning and tornados. No severe weather safety guidelines will give 100% guaranteed safety, but these steps will help VRS participants avoid maximum danger.

- Lightning: If thunder is heard, there is a danger from lightning. Lightning can travel sideways for up to 10 miles, and strike from blue skies. Open areas are especially dangerous areas during a lightning storm.

- Thunder: If thunder is heard, the practice or game must be suspended. Everyone, including
- Any & all spectators & participants, must go to a safe shelter. Wait at least 30 minutes after hearing the last thunder before resuming play.
- If lightning is visible, the practice or game must be delayed.
- Seek safe shelter. The safest place to be during a thunderstorm is in a car or a fully enclosed building. Avoid the most dangerous locations such as open fields, higher elevations, metal objects such as goal posts and metal fences, and metal bleachers.

### Tornados/Extreme Weather Warning

All VRS participants must be extra-vigilant when a Tornado Watch or Extreme Weather Warning is in effect. A Tornado Watch means that weather conditions are favorable for the development of a tornado. Though tornadoes are rare in the area, a Tornado Warning is a much more serious condition. A Tornado Warning means an actual tornado has been sighted. If a tornado warning is issued, all practice or games will stop immediately and all participants and spectators will seek shelter. Seek shelter in a solid structure, preferably in a basement or an interior room. If no building is available, lay down in a ditch.

For all VRS participants, it is critical that calm control be maintained during inclement weather. Staff must be able to communicate calmly with the participants and ensure that no one is left unaccounted for when seeking shelter. There is only one secure shelter at the Freedom Park arena, in the small office space. Staff will direct no more than 20 people inside the office space, and direct any other people at the facility to the next nearest shelter outside of the facility. When an inclement weather event occurs during a practice or game, staff will gather the athletes at the exit/entrance of the facility for further instruction. No child participants shall be left unsupervised during an inclement weather event.

Earthquake Emergency: Earthquakes compared to other emergencies have the least amount of warning, as there is virtually no earthquake warnings. Once shaking is felt everyone at the facility will be asked to immediately take cover, and protect your head. If no cover is available, participants will be directed to get in an open space area, safe from any falling objects. Any programming will be immediately canceled upon an earthquake if efforts to protect from aftershocks, and allow staff to make sure facility is not broken, and is still in working condition.

Active Shooter Situations: During an active shooter situation, the number one priority is to direct all participants & spectators out of the facility. Staff will help determine the

safest exit point/hiding areas to avoid the active shooter at all costs. VRS participants are urged to report any and all suspicious activity at Ventura Roller Sports, or anywhere inside, or close to Freedom Park.

Heat-Related Emergencies: Heat-related emergencies are progressive conditions, typically caused by overexposure to heat. Heat emergencies fall into 3 categories of increasing severity; heat cramps, heat exhaustion, and heatstroke. Heat illnesses are easily preventable by taking necessary precautions in hot weather. If recognized early, heat-related emergencies can usually be reversed. Without intervention and resolution of the problem, heat cramps (caused by loss of salt from heavy sweating) can lead to heat exhaustion caused by dehydration), which can progress to heatstroke, a life-threatening condition, Heat-related emergencies can be avoided by canceling practice or games in extreme weather (high temperature and/or high humidity) and taking frequent breaks for water. Programming will be canceled/ postponed for any situation where the outside temperature eclipses 95 degrees fahrenheit.

**Signs of heat-related illnesses:**

- Early symptoms of heat illness
- Profuse sweating
- Muscle cramps
- Later symptoms of heat exhaustion
- Headache
- Dizziness
- Weaknesses and light-headedness
- Cool, moist skin
- Nausea and vomiting
- Dark yellow urine
- Symptoms of heatstroke
- **Fever** (body temperature above 104 degrees F) Extreme confusion
- Dry, hot and red skin
- Rapid, weak pulse. Seizures
- Unconsciousness

Fire/High Winds/Poor Air Quality Protocols: Other emergencies involving nearby fires, high winds, or poor air quality levels will also require immediate evacuation of the facility once a certain level is reached. Any fire that is within 300 yards of the facility will require any & all spectators, participants & staff to evacuate the facility. The safest evacuation route will be determined per situation depending on the fire's location. Air quality levels of 251 or higher, as well as winds over 35 mph will cause any programming that day to be canceled, or have any and all users of the facility to be evacuated immediately.

**First Aid Response:**

- Follow the basic duties of first aid
  - Move the athlete to a cool place Loosen tight clothing
  - Fan the athlete
  - If conscious, give cool water to drink
- 

**If the athlete refuses water, vomits, or starts to lose consciousness:**

- Send someone to call EMS and activate the EAP
- Place the athlete on his/her side Immediately decrease body temperature by hosing the athlete down with cold water or by placing them in an ice bath. Continue to cool the athlete by using ice or cold packs on the wrists, ankles, groin, neck, and in the armpits
- Continue to check breathing and for a pulse until EMS personnel arrive

Emergency Communication Communication is the key to quick emergency response. Staff and emergency medical personnel must work together to provide the best emergency response possible and must have athlete contact information as a part of pre-planning for emergency situations. Communication prior to the event is a good way to establish boundaries and to build rapport between both groups of professionals. The importance of being properly prepared when athletic emergencies arise cannot be stressed enough.

## **EMERGENCY PHONE NUMBERS:**

**Emergency services can be accessed by dialing 911:**

### **CAMARILLO FIRE DEPARTMENT:**

(805)389-7910 189 Las Posas Road,  
Camarillo, CA 93010

### **AMBULANCE:**

911 or (805) 389-1600

-A to B Transport  
(Freedom Park Hockey  
Arena 528 convair street,  
Camarillo, CA 93010)

**CAMARILLO POLICE:**

(805) 388-5100

(805) 654-9511 After 5pm/ on  
weekends

**PLEASANT VALLEY PARK & RECREATION:**

(805) 482-1996

*UTILITY COMPANY EMERGENCY CONTACTS:*

**SOUTHERN CALIFORNIA ELECTRIC:**

(800) 655-4555

**CAMARILLO WATER DEPARTMENT:**

(805) 388-5373

## SOUTHERN CALIFORNIA GAS

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(800) 427-2200

*Emergency Action Plan version 1.1* **approved** by  
Ventura Roller Sports President, & Program Director:  
**Adam Poe, September 28th, 2022.**



## PLEASANT VALLEY RECREATION & PARK DISTRICT

### INSURANCE CERTIFICATE AND ENDORSEMENT REQUIREMENTS

Pleasant Valley Recreation & Park District (PVRPD) requires a **Certificate of Insurance (COI)** for **your event naming PVRPD as the certificate holder**. The COI must be received by the District **no later than 30 days prior to your event**.

Along with the insurance certificate, a **separate Endorsement Page** must be provided naming PVRPD as **additionally insured**. The **Cancellation Clause** should read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

**Minimum liability limits are \$2,000,000 per occurrence and \$4,000,000 general aggregate**

THE INSURANCE CERTIFICATE SHOULD NOTE THE FOLLOWING INFORMATION:

- Dates of operation (if no specific date, then insurance can be kept on file and be good for the life of the policy)
- Location of operation
- Name of your organization/business/group

**The following information should be typed in the "Certificate Holder" section:**

**Additionally Insured:  
Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, CA 93010**

Please mail/deliver or FAX to:

**PVRPD  
1605 E. Burnley Street  
Camarillo, CA 93010  
FAX: (805) 482-3468**

#### **Additional Insured Endorsement**

**Certificates of Insurance without endorsements do not protect the additionally insured** (in this case, PVRPD). An endorsement is required because, as noted on an insurance certificate: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy."





This separate Endorsement Page will need to list:

- Policy number
- Wording that states “This endorsement changes the policy”
- Wording that states “This endorsement modifies insurance provided under the following:  
Commercial General Liability Coverage Part: SCHEDULE
- Name of Person or Organization that is being Additionally Insured:  
**Pleasant Valley Recreation and Park District**  
**1605 E. Burnley St**  
**Camarillo, CA 93010**

Additional Info to Note: The Operator will need to agree to abide by the following:

- A. General liability insurance: the Operator shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- B. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Operator shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days’ notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
- C. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Operator maintains higher limits than the minimums shown above, the Pleasant Valley Recreation & Park District requires and shall be entitled to coverage for the higher limits maintained by the Operator. Any available insurance



proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Pleasant Valley Recreation & Park District.

**A. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS**

1. A Operator shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The Operator agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The Operator further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. Pleasant Valley Recreation & Park District reserves the right to immediately revoke Operator’s right to use of the facility under this agreement should Operator fail to comply with any provision of this section.

**B. FORCE MAJEURE**

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Pleasant Valley Recreation & Park District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Operator waives any right of recovery against Pleasant Valley Recreation & Park District and the Operator shall not charge results of “acts of God” to Pleasant Valley Recreation & Park District its officers, employees, or agents.

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Signature – Adam Poe

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Date

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Macy Trueblood, Recreation Supervisor**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION  
NO. 721 ADOPTING A DISTRICT SPECIAL EVENT  
POLICY**

**SUMMARY**

The Pleasant Valley Recreation & Park District (“District”) develops and manages internal and contracted (external) special events. Currently, staff rely on existing processes to reserve, manage, and report on internal and externally contracted special events.

There is continued demand for District facilities and services. Staff have utilized opportunities for modernizing and improving internal processes with the goal of developing a Special Event Policy (“Policy”).

**BACKGROUND**

The District maintains 28 parks throughout the Camarillo area including a Community Center, a Senior Center, an Aquatic Center, and several sport park facilities.

Currently, no District-wide guideline exists to designate the difference between a Special Event facility reservation and a conventional facility reservation, nor does a standard definition of what constitutes a “special event.” Staff would aim to be as consistent as possible in providing information and when issuing permits.

Common examples of special events the District has permitted include 5k/10k/fun runs, food truck festivals, seasonal holiday events, community art festivals, age/demographic-specific events, summer concerts, bingo events, community rummage sales, outdoor movie events, and commercial filming.

**ANALYSIS**

Back in August of 2021, staff began meeting with the Policy Committee to draft a Special Event Policy (Attachment 1) which is now ready for full Board review. As staff were creating the policy, some discussion questions were asked in order to give staff guidance:

1. What is the District trying to achieve with the creation of this Policy?
  - a. A clear understanding of what the Board considers a Special Event and how it should be managed and the effects it has on District properties.
2. Why does the District need it? Why is it important?

- a. Creates guidelines for staff and gives customers a clear understanding of reservations vs. Special Events as well as specific requirements.
3. What is the process a customer must undertake to book a special event? Current? Ideal?
  - a. Discussions were held about current processes a Customer Service Representative utilizes vs. a Recreation staff member.
4. What criteria qualify a facility reservation request as a special event?
  - a. Four (4) or more event context elements will trigger a reservation to be labeled as a special event.
5. What are the qualifications for having an Event Manager on site?
  - a. All Special Events will have an event manager on site and available for the first two years. As long as no issues arise or changes are made to the event, it can proceed without a manager on site but would be reassessed should concerns arise.
6. How does the process for reserving a facility for a special event compare to the process of reserving a facility for a conventional reservation?
  - a. With this policy, it streamlines the reservation process for both. A new single application has been created that can be used for both special events as well as a regular facility reservation. This document also has the timelines and Special Event designation attached so customers know the difference between the two classifications.
7. What kind of timeline(s) are necessary to mandate to ensure the efficient production of a special event on District property?
  - a. While a 30-day minimum for Special Events is “required,” there are also exceptions to this, and requests will be handled on a case-by-case basis.
8. How do third-party permitting agencies fit into the District facility reservation process?
  - a. Staff worked into the application where outside permitting agencies (e.g., City of Camarillo, Ventura County Public Health) will need to be contacted.
9. How can we ensure that special event requests are handled with consistency from phone call to thank-you card?
  - a. The Special Event Designation list will help ensure that each permit application for a special event will go to a certain staff member.
10. How should the District address customer violations of District policies in the context of special events?
  - a. Violations are outlined in the policy and process.
11. How much lead time is appropriate for reserving and managing large special events?
  - a. Large events will require Board approval, which will require a minimum of 90-days so that staff can bring the event in front of the Board for approval.

### **Part 1 – Special Event Designation**

This section outlines elements of a reservation or event and whether the request needs Board action or not. Some criteria included are attendance level, location, time frame (multi-day), if alcohol is present, if there are food vendors present, etc.

This section also outlines the exceptions to events that would not require Board approval. These include events such as Quinceaneras, corporate parties, weddings, and other similar events which tend to be private events.

## **Part 2 – Reservation Process**

The policy briefly outlines the process, however the process for Special Event reservations will be a separate working document (Attachment 2), as well as the fees, which are determined by the District’s approved fee schedule.

## **Part 3 – Violations**

This section outlines example violations and consequences, to be followed and applied based on the District’s Ordinance 8 and General Use Policy.

## **Part 4 - Permit Cancellations**

This is the standard customer and staff cancellation process that follows the District’s Ordinance 8 and General Use Policy.

## **Part 5 – Appeals**

This is the standard appeal process that follows the District’s Ordinance 8 and General Use Policy.

## **Supplemental Information**

Staff have also included the Permit Application (Attachment 3) to reference, although this is a working document and subject to change at any time (not part of the approved policy). This Permit Application contains the distinction between a Special Event and Facility Rental, a Submissions Timeline, the Applicant information and event context elements as well as the District’s Liability Waiver and Credit Card Processing Form.

## **FISCAL IMPACT**

No fiscal impact is estimated at this time, although a cost savings may be calculated with staff time by streamlining processes and reducing questions back and forth between staff. Currently, costs are limited to staff time to prepare this policy and report/presentation.

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goals:

1.1B: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

1.3E: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events and programs.

## **RECOMMENDATION**

It is recommended the Board of Directors review and approve Resolution No. 721 adopting the Special Event Policy.

## **ATTACHMENTS**

- 1) Special Event Policy (7 pages)
- 2) Special Event Process (working document) (11 pages)
- 3) Permit Application (working document) (7 pages)
- 4) Resolution No. 721 (2 pages)



## PLEASANT VALLEY RECREATION & PARK DISTRICT

### SPECIAL EVENT POLICY

#### Introduction

The Pleasant Valley Recreation & Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational activities and programs. The purpose of this policy is to help determine if requests are a reservation or a special event, and what items must be Board approved. A separate Special Events Process will outline the necessary steps District employees as well as customers must take to legally and effectively hold a special event on District property. The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and District facilities per the General Use Policy.

The District will monitor proper use of allocations and permits with priority given in the following order: District Programming, Community Service Organizations, resident organizations, in-District residents, and all other requests. This policy does not outline the process for designation as a Community Service Organization. For information on this process, please refer to the Community Service Organizations Application Form.

Requests for special event rentals involving District facilities not covered by the Special Events Policy, Field and Facility Allocation and Use Process, Ordinance 8, or the General Use Policy should be addressed in writing to the District. This policy does not cover use of facilities for sports tournaments.

#### Purpose

Prior to reserving District property for an event, District staff should first review the Special Events policy and refer to the Special Event Designation (Attachment 1) to determine if the request is a special event or a facility reservation. Once a Special Event is determined, Staff and the Customer will follow the process outlined below.

## Definition of Terms

**After-Action Report (AAR)** – shall refer to a post-event report completed by District staff with the intent of recapping the important notes of event production.

**Community Service Organization** – shall mean an organization that performs a service for the benefit of the public, is approved by the Pleasant Valley Recreation & Park District, and the organization resides within the District boundaries. These activities are not part of the District programs/classes.

**Customer** – shall refer to any individual or entity that seeks to pay or has paid for a facility permit within one of the District facilities.

**Customer Service Representative (CSR)** – shall refer to District staff who serve as the first line of customer interaction and who handle the majority of facility reservations with the District.

**District** – shall mean the Pleasant Valley Recreation & Park District and/or all land/facilities managed by the Pleasant Valley Recreation & Park District.

**General Use Policy** – shall mean the procedures used in application of District property.

**In-District Resident** – shall mean any person, group, organization, association, partnership, firm, entity, or corporation residing within the boundaries of the District.

**District Facility** – shall include any of the parks operated by the District and any buildings/structures or elements that lie within them.

**Ordinance 8** – shall mean the provisions and rules governing the Pleasant Valley Recreation & Park District, to include the use of parks, recreation areas, and facilities in order that all people may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

**Out-of-District/Non-Resident** – shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District's boundaries.

**Program Analysis** – shall refer to the financial analysis evaluation tool used by District staff to track expenses and revenues for an event in relation to their budgeted line items (if applicable).

**Resident Organization** – shall mean public and private educational, service and civic groups and nonprofit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

**Special Event** – an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions. Special Event status is determined as a result of filling out the attached qualifications checklist.

**Special Event Manager (SEM)** – shall mean the District staff members in charge of handling the proper execution of the permit from initial phone call to after-action report and thank you card.

## Special Event Designation

Reservation requests that are designated as a special event must complete a permit application and adhere to the District's External Events Reservation Process. The below checklist will be used to determine the request's designation.

A rental is a private event with less than 300 people that has three or fewer Event Context elements.

A special event is a public or private event with more than 300 people and/or has four or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

### Special Event Qualification

#### Attendance Level

- 1-300
- 300+ (automatic special event designation)
- 500+: Board approval required

#### Event Type

- Private
  - Ticketed/ Charged admission- board approval required
  - Admission requires a reservation
- Public (automatic special event designation)

#### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
  - May require City of Camarillo Special Event Application
- Location
  - More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- Board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
  - If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
  - 6 hours+ (special event designation considered)



- Multi-day - Board approval required
- External entity permit required (automatic special event designation)
  - Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
  - All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

### Exceptions

Exceptions of external events that do not require Board approval include:

- Private parties including events such as Weddings, Quinceaneras, corporate parties, large birthday parties, baby showers and other similar events
- Annual events that have previously been approved by the District and Board (grandfathered events)

## External Events Reservation Process

For a more in depth understanding on booking a Special Event with the District, please refer to the Special Events Process. Application packets can be submitted in-person to the District Administrative Office at 1605 E. Burnley Street, or by email but must be complete and accompanied by initial payments at the time of submission in order for a facility reservation to be made.

Required items to be submitted with the Special Event Application request:

1. A completed District Permit application along with a signed waiver page.
2. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
3. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
4. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
5. Scheduled application review meeting with District Staff (phone or in-person).
6. Scheduled site walkthrough with District staff.
7. A copy of the customer's IRS Letter of Determination (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

The District recognizes that there may be conflicts for space and time that arise from this process. Conflicts on many location/day/time will be prioritized utilizing the following methods, in order:

1. Emergency and Public Safety Operations (Emergency Disasters/Emergency Response)

2. District Programming to include special events and classes to include District-partnered programming.
3. Community Service Groups (in the case of field & facility use consistent with normally scheduled operations and predicated on the timely and complete submission of facility requests).
4. Returning customers applying for an established event involving a District facility (predicated on the timely and complete submission of facility requests).
5. Customers with new events for a District facility (prioritized by those with the most timely and complete submission of facility requests).

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

### Fees

Event fees will be determined by the approved District Fee Schedule. Initial payment for facilities reserved as part of a Special Event application are to be paid prior to the issuance of a facility permit. The District reserves the right to cancel the facility permit in question should the customer fail to make subsequent payments toward the facility fees invoice. Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager (SEM).

## Special Event Policy Violations

The District recognizes that from time to time, customers may find themselves in situations that may violate District Ordinance 8, General Use Policy, or more specifically, the terms of their event reservation. The District will work with customers to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are to be recorded by the SEM but are encouraged to be reported by any District Staff if such violations fall under their purview. Should violations occur, District staff will follow Ordinance 8 and the General Use policy to address the issues which may include but is not limited to: prevention of future use and collecting reimbursement due to field or facility damage.

\*It is the responsibility of the customer to ensure all participants, vendors, spectators, volunteers and staff under their supervision understand and abide by this process.

The District reserves the right to skip steps in this process at the discretion of the SEM if egregious violations occur at the outset or if malicious intent is perceived that suggests earlier punitive action is necessary. Egregious violations for annual events will be subject to further District review and permits may be denied for the following year at the discretion of the General Manager.

All customer violations and their frequency will be recorded by the SEM in the After-Action Report. Any violation could result in a first, second or third offense and multiple violations do not need to be the same in nature to be issued a second or third violation.

This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.

#### First Violation

The SEM will provide a written notice of violation to the customer evaluating remedies to ensure the violation does not reoccur. The SEM will make written note of this warning being as such for the violation in question and will include notification of the loss of the reservation deposit. Such warning shall also be indicated in a post event letter to the event applicant and saved for record of applicant. The SEM will then indicate the consequences of a second offense should the customer reach that stage.

#### Second Violation

Depending on the nature of the violation and the response of the customer to the repeated warning and SEM assistance at preventing subsequent violations, the District may issue a third warning or may cancel event. Receipt of paid funds from a cancelled event due to policy violations may be prohibited at the discretion of the General Manager.

#### Third Violation

Depending on the nature of the violation, customer may be denied future access to District facilities for event in question and/or customer may be suspended from access to additional District facility reservations for an undetermined amount of time. Note that such restrictions would apply to events in which violating customer is involved regardless of event name changes or customer leadership changes for the event in question.

#### Violation examples include but are not limited to:

1. Use of facility without permit.
2. Use of facility that has been closed due to inclement weather.
3. Use of facility prior to or beyond permit time.
4. Use of additional areas of a facility without proper permitting.
5. Subletting, loaning, or trading facility reservation with another customer.
6. Driving vehicles on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Use of Special Event Permit for major elements not discussed in the pretext of the event.
9. Intentionally misleading SEM as to the likely attendance of the event resulting in major attendance discrepancies.
10. Intentionally leaving trash, damaging District property, or vandalizing District property.

### Permit Cancellation

Special Events may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District due to inclement weather or emergency situations may be rescheduled as facility availability allows or may be refunded in full.

Special Event Permits cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be

refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will not be refunded.

The District may cancel or reassign use of District fields or facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including, but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning, earthquakes, or additional emergency situations.
3. Non-adherence to Field, Facility Allocation & Use Policy, District Ordinance 8, or General Use Policy.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

## Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8. The decision of the General Manager is final.

\*Acceptance of the Policy and Procedures will be indicated by the signature of the customer at the Agreement and Waiver page of the Special Events Application.

# **Special Event Process Pleasant Valley Recreation & Park District**



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## Introduction

The Pleasant Valley Recreation & Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational activities and programs. The purpose of this policy is to help determine if requests are a reservation or a special event, and what items must be board approved. A separate Special Events Process will outline the necessary steps District employees as well as customers must take to legally and effectively hold a special event on District property. The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and District facilities per the General Use Policy.

The District will monitor proper use of allocations and permits with priority given in the following order: District Programming, Community Service Organizations, resident organizations, in-District residents, and all other requests. This policy does not outline the process for designation as a Community Service Organization. For information on this process, please refer to the Community Service Organizations Application Form.

Requests for special event rentals involving District facilities not covered by the Special Events Policy, Field and Facility Allocation and Use Process, Ordinance 8, or the General Use Policy should be addressed in writing to the District. This policy does not cover use of facilities for sports tournaments.

## Purpose

Prior to reserving District property for an event, District staff should first review the Special Events policy and refer to the Special Event Designation (Attachment 1) to determine if the request is a special event or a facility reservation. Once a Special Event is determined, Staff and the Customer will follow the process outlined below.

## Definition of Terms

**After-Action Report (AAR)** – shall refer to a post-event report completed by District staff with the intent of recapping the important notes of event production.

**Community Service Organization** – shall mean an organization that performs a service for the benefit of the public, is approved by the Pleasant Valley Recreation & Park District, and the organization resides within the District boundaries. These activities are not part of the District programs/classes.

**Customer** – shall refer to any individual or entity that seeks to pay or has paid for a facility permit within one of the District facilities.

**Customer Service Representative (CSR)** – shall refer to District staff who serve as the first line of customer interaction and who handle the majority of facility reservations with the District.

**District** – shall mean the Pleasant Valley Recreation & Park District and/or all land/facilities managed by the Pleasant Valley Recreation & Park District.

**General Use Policy** – shall mean the procedures used in application of District property.

**In-District Resident** – shall mean any person, group, organization, association, partnership, firm, entity, or corporation residing within the boundaries of the District.

**District Facility** – shall include any of the parks operated by the District and any buildings/structures or elements that lie within them.

**Ordinance 8** – shall mean the provisions and rules governing the Pleasant Valley Recreation & Park District, to include the use of parks, recreation areas, and facilities in order that all people may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

**Out-of-District/Non-Resident** – shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District's boundaries.

**Program Analysis** – shall refer to the financial analysis evaluation tool used by District staff to track expenses and revenues for an event in relation to their budgeted line items (if applicable).

**Resident Organization** – shall mean public and private educational, service and civic groups and nonprofit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

**Special Event** – an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions. Special Event status is determined as a result of filling out the attached qualifications checklist.

**Special Event Manager (SEM)** – shall mean the District staff member in charge of handling the proper execution of the permit from initial phone call to after-action report and thank you card.



## Special Event Designation

Reservation requests that are designated as a special event must complete a special event application and adhere to the District's External Events Reservation Process. The below checklist will be used to determine the request's designation.

A rental is a private event with less than 300 people that has three or fewer Event Context elements.

A special event is a public or private event with more than 300 people and/or has four or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Once a Special Event is determined, Staff and the Customer will follow the process outlined below

## Special Event Qualification

### Attendance Level

- 1-300
- 300+ (automatic special event designation)
- 500+: board approval required

### Event Type

- Private
  - Ticketed/ Charged admission- board approval required
  - Admission requires a reservation
- Public (automatic special event designation)

### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
  - Requires City of Camarillo Special Event Application
- Location
  - More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
  - If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
  - 6 hours+ (special event designation considered)

- Multi-day- board approval required
- External entity permit(s) required (automatic special event designation)
  - Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
  - All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

### Exceptions

Exceptions of external events that do not require Board approval include:

- Private parties including events such as Weddings, Quinceaneras, corporate parties, large birthday parties, baby showers and other similar events
- Annual events that have previously been approved by the District and Board (grandfathered events)

### External Events Reservation Process

In creating a fair and equitable process for allocation of fields and facilities, the following timelines will be utilized as part of the submission process for administering fees and assessing permit requirements. Exact dates are contingent upon the nature of the event for permit requirements but remain consistent for fee collection. Applications are available online and will be emailed to returning vendors with an appropriate amount of lead time in advance of their likely event date.

Application packets can be submitted in-person to the District Administrative Office at 1605 E. Burnley Street, or by email, but must be complete and accompanied by initial payments at the time of submission in order for a facility reservation to be made.

The Application Timeline is at the discretion of the District. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

Required items to be submitted with the Special Event Application request:

1. A completed District Special Event application along with a signed waiver page.
2. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
3. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
4. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
5. Scheduled application review meeting with District Staff (phone or in-person).
6. Scheduled site walkthrough with District staff.
7. A copy of the customer's IRS Letter of Determination (if applicable).

Application packets will be processed according to:

1. Completed application packets (Items 1-7)
2. Park and facility availability
3. User Group classifications

The District recognizes that city, county, and other external entity permitting may be required for certain events.

The District recognizes that there may be conflicts for space and time that arise from this process. Conflicts on many location/day/time will be prioritized utilizing the following methods, in order:

1. Emergency and Public Safety Operations (Emergency Disasters/Emergency Response)\*
2. District Programming to include special events and classes to include District-partnered programming.
3. Community Service Groups (in the case of field & facility use consistent with normally scheduled operations and predicated on the timely and complete submission of facility requests).
4. Returning customers applying for an established event involving a District facility (predicated on the timely and complete submission of facility requests).
5. Customers with new events for a District facility (prioritized by those with the most timely and complete submission of facility requests).

\*While Emergency Personnel are not included in the District's classifications, it should be noted that should there be a natural disaster or emergency, Emergency Personnel will be granted access to District property with approval from the General Manager with little to no notice to other user groups. The District will make every effort to re-schedule programs and events should an emergency occur.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District. For facility and field hours of operation, please refer to the Districts General Use Policy.

Any facilities not specifically addressed on the approved District Fee Schedule are considered open for public use during the hours of park operation and cannot be reserved for exclusive use without approval from the General Manager.

## Fees

Event fees will be determined by the approved District Fee Schedule. Initial payment for facilities reserved as part of a Special Event application are to be paid prior to the issuance of a facility permit. The District reserves the right to cancel the facility permit in question should the customer fail to make subsequent payments toward the facility fees invoice. Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the SEM.

## Inclement Weather

The District reserves the right to cancel or suspend field or facility use permits when conditions could result in injury or cause damage to District property. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, smoke, extreme heat, maintenance issues, lightning, earthquakes, or

other reasons as decided by the District. It is the responsibility of the permit holder to obtain status and notify participants. Inclement weather determination is at the sole discretion of the District.

Make up days due to inclement weather or unforeseen circumstances are at the discretion of the General Manager and are facility and date permitting. The District shall make every effort to accommodate a facility request for the rescheduling of an event in such a manner.

### Facility and Turf Preservation

It is the goal of the District that fields and facilities remain safe and of the highest quality. The District has several processes that relate to turf preservation, sports field lining/marketing, field & facility closures, and field & facility modifications. For information on these processes, please contact the Special Event Manager.

## Special Event Manager Checklist for Special Event Processing

To be completed in order

- Review Application packet
  - Special Event Qualification
  - Confirms no current District, program, or facility conflicts
  - Confirm Customer Needs
  - Confirm all necessary documents needed and create submission timelines
    - District Documents
    - External Agency Documents (City, County, ABC, etc.)
      - For specific guidance on individual processes related to third-party agency permitting and when such steps are necessary, please consult The Event Permits Guide. (Attachment 3)
    - Confirm Vendors
- [POTENTIALLY] Receive General Manager / Board approval based on scope of event
- Special Event Manager (SEM) provides quote for services and facilities needed for event production
  - Detail all fees, deposit and timeline of payment due dates
    - May include any third-party permitting fees needed to hold event
- Customer submits initial (or full) payment
- SEM creates contract in SmartRec and reserves areas needed for event
- SEM follows up and provides Customer with list of outstanding permits or requirements needed on a timely basis
- Customer makes final payment on event; timeline based on the District's General Use Policy
- Event Day(s)
- Post Event walkthrough between SEM and customer
  - Evaluate cleaning needs, facility damage, or lack of.
  - Return deposit (if appropriate) the week following the event
  - If staff were on-site during the event, staff fill out an after-action report

## Special Event Policy Violations

The District recognizes that from time to time, customers may find themselves in situations that may violate District Ordinance 8, General Use Policy, or more specifically, the terms of their event reservation. The District will work with customers to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are to be recorded by the SEM but are encouraged to be reported by any District Staff if such violations fall under their purview. Should violations occur, District staff will follow Ordinance 8 and the General Use policy to address the issues which may include but is not limited to: prevention of future use and collecting reimbursement due to field or facility damage.

\*It is the responsibility of the customer to ensure all participants, vendors, spectators, volunteers and staff under their supervision understand and abide by this process.

The District reserves the right to skip steps in this process at the discretion of the SEM if egregious violations occur at the outset or if malicious intent is perceived that suggests earlier punitive action is necessary. Egregious violations for annual events will be subject to further District review and permits may be denied for the following year at the discretion of the General Manager.

All customer violations and their frequency will be recorded by the SEM in the After-Action Report. Any violation could result in a first, second or third offense and multiple violations do not need to be the same in nature to be issued a second or third violation.

This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.

### First Violation

The SEM will provide a written notice of violation to the customer evaluating remedies to ensure the violation does not reoccur. The SEM will make written note of this warning being as such for the violation in question and will include notification of the loss of the reservation deposit. Such warning shall also be indicated in a post event letter to the event applicant and saved for record of applicant. The SEM will then indicate the consequences of a second offense should the customer reach that stage.

### Second Violation

Depending on the nature of the violation and the response of the customer to the repeated warning and SEM assistance at preventing subsequent violations, the District may issue a third warning or may cancel event. Receipt of paid funds from a cancelled event due to policy violations may be prohibited at the discretion of the General Manager.

### Third Violation

Depending on the nature of the violation, customer may be denied future access to District facilities for event in question and/or customer may be suspended from access to additional District facility reservations for an undetermined amount of time. Note that such restrictions would apply to events in which violating customer is involved regardless of event name changes or customer leadership changes for the event in question.

Violation examples include but are not limited to:

1. Use of facility without permit.
2. Use of facility that has been closed due to inclement weather.
3. Use of facility prior to or beyond permit time.
4. Use of additional areas of a facility without proper permitting.
5. Subletting, loaning, or trading facility reservation with another customer.
6. Driving vehicles on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Use of Special Event Permit for major elements not discussed in the pretext of the event.
9. Intentionally misleading SEM as to the likely attendance of the event resulting in major attendance discrepancies.
10. Intentionally leaving trash, damaging District property, or vandalizing District property.

## Permit Cancellation

Special Events may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District due to inclement weather or emergency situations may be rescheduled as facility availability allows or may be refunded in full.

Special Event Permits cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will not be refunded.

The District may cancel or reassign use of District fields or facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including, but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning, earthquakes, or additional emergency situations.
3. Non-adherence to Field, Facility Allocation & Use Policy, District Ordinance 8, or General Use Policy.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

## Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8, Section 110. The decision of the General Manager is final.

\*Acceptance of the Policy and Procedures will be indicated by the signature of the customer at the Agreement and Waiver page of the Special Events Application.

## Attachments

**All documents are working documents and subject to change at any time.**

(External) Permit Application

## Other Documents

**Not attached but are working documents and available for use by District staff.**

The Event Permits Guide

Site Map Templates for District Parks (Available for customers should they need)

Event Matrix Template

Program Analysis Template

Special Event Binder Checklist (To include third-party agency applications)

After-Action Report Template – Senior Event Staff

After-Action Report Template – Support Staff

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# Pleasant Valley Recreation & Park District

## PERMIT APPLICATION

### FACILITY RENTAL vs. SPECIAL EVENT DETERMINATION

A **RENTAL** is a private event with less than 300 people that has three or fewer Event Context elements.

A **SPECIAL EVENT** is a public or private event with more than 300 people and/or has **four (4) or more** Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

For additional clarification on Special Events versus Facility Rentals, please reference the PVRPD Special Event Policy.

### Special Event Qualification Checklist

#### Attendance Level

- 1-300       300+ (automatic special event designation)       500+: Board approval required

#### Event Type

- Private
- Ticketed/ Charged admission- Board approval required
  - Guest Admission requires a reservation or preregistration
- Public (automatic special event designation)

#### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
- May require City of Camarillo Special Event Application
- Location
- More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- Board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
- If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
- 6 hours+ (special event designation considered)
  - Multi-day - Board approval required
- External entity permit(s) required (automatic special event designation)
- Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
- All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.



# Pleasant Valley Recreation & Park District

# PERMIT APPLICATION

## SUBMISSION TIMELINES

The below Submission Timelines are at the discretion of the District and subject to change. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

All fees for rentals and special events will be assigned based on the most current Board Approved Fee Schedule.

### Facility Rental Timeline

Required items to be submitted for a Facility Rental Request:

1. A completed District Permit Application along with a signed waiver page.
2. All Fees including refundable security deposit and 50% of fees per the general use policy
3. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy (if applicable).

Indoor Facility Rentals require a 30-day minimum notice. No reservations will be made after this point.

The balance is due at least 30 days before your event date, along with all required signatures, vendor info, insurance info, and table/chair layout. For applications submitted less than 30 days in advance of event, total fees and all appropriate paperwork are due at the time of application and can only be paid with cash or credit card.

A reservationist will review your application and contact you if any additional information is needed.

### Special Event Timeline

Required items to be submitted with the Special Event request:

4. A completed District Permit Application along with a signed waiver page.
5. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
6. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
7. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
8. Scheduled application review meeting with District Staff (phone or in-person).
9. Scheduled site walkthrough with District staff.
10. A copy of the customer's IRS Letter of Determination for Non-Profit Status (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager.

Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Special Event Permits paid but cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full minus the non-refundable application and processing fees. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will only be refunded the refundable cleaning deposit.

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# Pleasant Valley Recreation & Park District PERMIT APPLICATION

Applicant Information		
Organization Name:	Non-Profit <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contact Name:		
Address:		
City:	State:	Zip:
Email:	Phone:	
Alternate Contact:	Alt. Phone:	

Reservation/Event Information			
Name or Title of Event:			
Requested Facility/Location(s):			
Date(s) of Event:		Estimated Attendance:	
Setup date:	Time setup starts:	Cleanup date:	Time cleanup ends:
Event Start Time:		Event End Time:	
Event Purpose and Description:			

ADDITIONAL QUESTIONS			
Is this event: <input type="checkbox"/> Public <input type="checkbox"/> Private			
Event requires advanced registration <input type="checkbox"/> Yes <input type="checkbox"/> No		Event is Charging Admission <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Electricity Required (indoor only)		<input type="checkbox"/> Amplified Sound (limited locations)	
<input type="checkbox"/> Tables/Chairs Required (indoor only)		<input type="checkbox"/> Microphone, Screen, or Podium (indoor only)	
<input type="checkbox"/> Alcohol Present (security may be required)		<input type="checkbox"/> Alcohol Sold (ABC license required)	
Will event have vendors (DJ, Band, Food, Craft, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No			
How many?		Describe:	
Will items or services be sold at event? <input type="checkbox"/> Yes <input type="checkbox"/> No		Describe:	
Will food be present? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Type of food: <input type="checkbox"/> Self Provided <input type="checkbox"/> Catered <input type="checkbox"/> Food Truck/Vendor (limited locations)			
Will event include entertainment? <input type="checkbox"/> Yes <input type="checkbox"/> No		Describe:	
Will a banner be posted at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No		Describe:	
Is this a run/walk event? <input type="checkbox"/> Yes <input type="checkbox"/> No		Will event use City streets/sidewalks? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will streets need to be closed or partially closed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide map of street closures.			
Other Event Elements (Bounce House Inflatables, Rides, etc.):			

## Agreement & Release

As an Applicant, I acknowledge that the above information is true and correct. I understand that the application fee is non-refundable. I understand that applications submitted within sixty (60) days of proposed event are subject to a late fee. I understand that a submitted application does not guarantee reservation. Contracted reservations are subject to facility availability. Special Events may be subject to additional City and County permits and fees. Additionally, a fully priced quote is not available until after a complete application has been received.

I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District, and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

I agree and understand that vehicles at any time are not allowed on District turf. Doing so may result in loss of deposit and or the addition of maintenance/repair fees as assessed by District staff. **Initial:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Application Submission

<input type="checkbox"/> <b>Email:</b>	<a href="mailto:csr@pvrpd.org">csr@pvrpd.org</a> , 805-482-1996
<input type="checkbox"/> <b>Mail to:</b>	Pleasant Valley Recreation & Park District, 1605 E. Burnley St., Camarillo, CA 93010

#### For Office Use Only

<input type="checkbox"/> <b>SPECIAL EVENT</b>	<input type="checkbox"/> <b>FACILITY RENTAL</b>
Date Received:	Quote Created: <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Number:	Deposit Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No
Processed By:	Final Balance Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No

#### ADDITIONAL REQUIREMENTS

<input type="checkbox"/> Site Map or Event Layout provided for area(s) of use	<input type="checkbox"/> Certificate of Insurance and Endorsement Form
<input type="checkbox"/> List of Vendors	<input type="checkbox"/> Alcohol Liability Insurance (if alcohol present)
<input type="checkbox"/> Vendors selling items or services must have Camarillo Business License and provide COI + Endorsement	
External Entity Permit Required: <input type="checkbox"/> Yes <input type="checkbox"/> No      Date Submitted: _____ Date Approved: _____	

## **AGREEMENT, WAIVER, RELEASE FORM - RENTER**

### **USE OF FACILITY**

#### **A. GENERAL PROVISIONS**

- a. I, The RENTER, understands: Reservation applications must be submitted at least 30 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application in order to secure any picnic shelter, indoor facility or sports facility. The remaining balance is due no later than 30 days prior to the reservation date. A reservation application submitted less than 30 days prior to the event date may be allowed, pending District approval. Cancellations made 30 days or more prior to the reservation date will receive a partial refund. Cancellations made less than 30 days in advance of the reservation date will only receive a refund of the refundable cleaning deposit. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. The district reserves the right to deny approval of any permit request at any time.

#### **B. INFORMED CONSENT AND RELEASE**

- a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

#### **C. INDEMNIFICATION**

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

#### **D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS**

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations
- c. I, the RENTER, further agree that I am solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.

- e. I, the RENTER, understand that the DISTRICT reserves the right to immediately revoke RENTER's right to use of the facility under this agreement should the RENTER fail to comply with any provision of this section.

E. INSURANCE REQUIREMENTS

a. THIS SECTION SHALL APPLY ONLY TO RESERVATIONS WHICH REQUIRE INSURANCE COVERAGE

b. I, the RENTER, agree to abide by the following:

- i. General liability insurance: the RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

F. FORCE MAJEURE

- a. I, the RENTER, understand that due to Force Majeure Events that, notwithstanding anything to the contrary contained in this agreement, the DISTRICT shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The RENTER waives any right of recovery against DISTRICT and the USER/RENTER shall not charge results of "acts of God" to DISTRICT, its officers, employees, or agents.

I have carefully read this disclaimer agreement and understand its terms, including the release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and I agree to assume all risks associated with my use and occupancy of the Premises.

Agreed & Accepted \_\_\_\_\_ [signature] Date \_\_\_\_\_



# Pleasant Valley Recreation & Park District CREDIT CARD AUTHORIZATION FORM

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

CCV (3 or 4 -Digit #): \_\_\_\_\_

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

Amount Charged: \$ \_\_\_\_\_

Payment For: \_\_\_\_\_

Signature: \_\_\_\_\_

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

By signing this form, you authorize the Pleasant Valley Recreation & Park District to charge your card  
for the amount listed above.

For Office Use Only:

Received by: \_\_\_\_\_ Processed by: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Date: \_\_\_\_\_

Account Code: \_\_\_\_\_

## RESOLUTION NO. 721

### A RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A DISTRICT SPECIAL EVENT POLICY

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public facilities; and,

WHEREAS, the Pleasant Valley Recreation and Park District wishes to establish rules regarding the use of District properties for Special Events,

WHEREAS, it is necessary for the efficiency of the District's operations to delegate responsibility and authority to the General Manager or the designee who will carry out these responsibilities,

WHEREAS, the District Policy Committee reviewed and made recommendations regarding the specified Special Event Policy for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed "Special Event Policy" attached hereto as Exhibit "A."

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Policy. The Board of Directors approves and adopts the policy entitled "Special Event Policy" set forth in Exhibit "A" attached hereto and directs that the policy be indicated as approved on October 5, 2022.

Section 3. Periodic Review. The Board of Directors directs the General Manager to review the Special Event Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary to keep the District's established reserves at an amount capable of effectively addressing potential fiscal emergencies.

Section 4. Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.



**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 5<sup>th</sup> day of October 2022, by the following vote:

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

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

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

\_\_\_\_\_  
Robert Kelley, Board Chair  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

Attested:

\_\_\_\_\_  
Beverly Dransfeldt, Secretary  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION OF OPENING NEW INVESTMENT  
ACCOUNT WITH CALIFORNIA CLASS FOR HOLDING  
QUIMBY, CAPITAL, AND CONTINGENCY FUNDS**

**SUMMARY**

Quimby funding is received in large lump sums when housing developments do not include a park dedication. The District currently has over \$6 million in Quimby cash, \$5.6 million of which is in the Ventura County Investment Pool. Additionally, Contingency and Capital funding is allocated each year. There is currently over \$4.8 million of Contingency cash in Pacific Western Bank and over \$2 million of Capital cash in the California State Local Agency Investment Fund. California Class is a new investment entity that would provide a higher rate of return on held cash than currently being earned.

**BACKGROUND**

In 2021 the District Board approved an updated Investment Policy which was to invest public funds in a manner that would provide the highest investment return with maximum security while meeting the daily cash flow demands of the District. The District periodically evaluates investment entities to ensure maximum return on cash being held in account. At this time, District cash is held in one of three places: Pacific Western Bank, Ventura County Investment Pool (VC Pool), and the California State Local Agency Investment Fund (LAIF). These three accounts are used due to the need to keep pools of cash separate. Historically, the VC Pool has given the highest return on investment with August being 1.60%, followed closely by LAIF with August at 1.28%, and then Pacific Western Bank providing returns in the low hundredths of percent, currently at 0.04%.

California Cooperative Liquid Assets Securities System (California CLASS) is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. In July, District management met with members from California CLASS and the California Special District Association for an introduction of the investment agency that had recently begun operating in California.

California CLASS operates under the requirements of California Code 53601, which has strict regulations on which types of securities may be invested into; see Californian Class Investment Policy (attachment #1) for a list of investable securities. This provides assurance for those who invest with California CLASS with the confidence that funds are not being used for risky investments, returning around 1.75% return in August.

The following is a list of current California CLASS participants

Tehama County
League of California Cities
City of Lancaster
West Basin Municipal Water District
Town of Paradise
Mark Twain Health Care District
California Special Districts Association
Helendale Community Services District
Herlong Public Utility District
Alameda County Mosquito Abatement District
Chester Public Utility District
Sierra Resource Conservation District
CSDA Finance Corporation
Special District Leadership Foundation
North Humboldt Recreation and Park District
Costa Mesa Sanitary District
City of Morgan Hill

**ANALYSIS**

California CLASS would be a great addition to the District’s investment accounts. California CLASS is currently providing about a 0.15% higher rate of return compared to VC Pool and 1.71% higher rate than Pacific Western Bank. This would allow the District to collect more revenue from cash that is being held for future purchases and projects.

VC Pool and LAIF currently charge about 0.05% administrative fees. California CLASS is currently charging 0.06%.

In addition, California CLASS allows for multiple sub-accounts. Currently, with VC Pool and LAIF, all funds must be held in a single account. This restricts the District’s ability to invest Contingency funds. With California CLASS, the District would have more flexibility with investment opportunities for all cash on hand. By adding the California CLASS account, the District would be able to consolidate some of the funds currently held in the VC Pool and LAIF, to allow for a higher return.

California CLASS also allows for same day transfers for those initiated before 11:00 a.m. LAIF requires same day transfers initiated before 10:00 a.m. and VC Pool requires signed wire transfer requests, which could lead to a few days from recognition of needing of funds, to when funds would finalize transfer.

## **FISCAL IMPACT**

The following shows the breakdown of what interest would be collected if rates and cash amounts were consistent all year round.

	<b>VC Pool</b>	<b>LAIF</b>	<b>Pac West</b>	<b>Totals</b>
<b>August Rate</b>	1.60%	1.28%	0.04%	
<b>August Cash</b>	\$ 5,636,856.68	\$ 2,032,015.47	\$ 4,822,532.58	\$ 12,491,404.73
<b>Estimated Annual Interest</b>	\$ 90,189.71	\$ 26,009.80	\$ 1,929.01	\$ 118,128.52
<b>Estimated Monthly Interest</b>	\$ 7,515.81	\$ 2,167.48	\$ 160.75	\$ 9,844.04

The total estimated interest earned on the \$12,491,404.73 in reserves at the end of August would be \$118,128.52. This assumes rates and cash balances were consistent year-round. This is not realistic but does allow us to compare how much more cash would be earned by adding the California CLASS account.

The suggested breakdown with adding California CLASS would be as follows:

	<b>Cal CLASS</b>	<b>VC Pool</b>	<b>LAIF</b>	<b>Pac West</b>	<b>Totals</b>
<b>August Rate</b>	1.75%	1.60%	1.28%	0.04%	
<b>Suggested Cash Breakdown</b>	\$ 5,000,000.00	\$ 5,636,856.68	\$ 1,354,548.05	\$ 500,000.00	\$ 12,491,404.73
<b>Estimated Annual Interest</b>	\$ 87,500.00	\$ 90,189.71	\$ 17,338.22	\$ 200.00	\$ 195,227.92
<b>Estimated Monthly Interest</b>	\$ 7,291.67	\$ 7,515.81	\$ 1,444.85	\$ 16.67	\$ 16,268.99

By moving 40% of the currently invested cash, estimated annual interest increases to \$195,227.92, a 65% increase from current estimates. This would be an additional \$77,099.40. The ability to use subaccounts in the California CLASS system is what allows a consolidation of funds from all three current accounts.

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

Meets 2021 Strategic Plan Goal and Strategy 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

## **RECOMMENDATION**

It is recommended the Board approve the opening of a California CLASS account to hold contingency, Quimby, and other funds as necessary.

## **ATTACHMENTS**

- 1) California CLASS Prime Investment Policy (9 pages)
- 2) Pleasant Valley Recreation and Park District Investment Policy 2021 (4 pages)



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**Investment Policy for the Prime Fund**

**June 17, 2022**

## INVESTMENT POLICY FOR THE CALIFORNIA CLASS PRIME FUND

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### **Introduction**

The purpose of this Investment Policy for the California CLASS Prime Fund (Prime Fund) is to describe the investment objectives, policies and restrictions for the Prime Fund, which is one of the funds within the California CLASS Investment Program offered by the California Cooperative Liquid Assets Securities System, doing business as the California CLASS (California CLASS). Reference is made to the Information Statement for the Prime Fund (Information Statement) for additional information relating to the Prime Fund and the California CLASS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Information Statement.

As set forth in Section 53601 of the California Government Code, the legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in the investments described in Section 53601. However, the California Government Code limits the amount of surplus money of a local agency that may be invested in such investments. Each Participant is responsible for monitoring the aggregate amount of its investments in any of these types of investments to ensure its own compliance with the California Government Code. Moreover, each Participant is responsible for ensuring compliance with its own internal policies and restrictions on investments. None of the California CLASS, the Administrator, the Investment Advisor, the Custodian or any other agents of the California CLASS shall be responsible for such monitoring or compliance.

### **Prime Fund Investment Objectives**

The general objective of the Prime Fund is to generate additional investment income for the Participants while maintaining safety and liquidity. The Prime Fund is managed by the California CLASS to comply with the requirements of California law, specifically California Government Code Section 53601.

The Prime Fund is managed by the California CLASS to offer a safe, convenient, and daily liquid investment option for Participants. As described below, the investment objectives of the Prime Fund are to preserve principal, provide daily liquidity, earn a competitive rate of return, and maintain a stable Net Asset Value (NAV) of \$1.00.

The California CLASS has established that the Prime Fund will have a maximum dollar-weighted average maturity (WAM) of 60 days and a maximum weighted average life (WAL) of 120 days.

The Investment Advisor for the Prime Fund will seek to maintain a 'AAAm' rating from S&P Global Ratings on the Prime Fund. According to S&P Global Ratings, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings.

The investment objectives of the Prime Fund in order of priority are:

**Safety:** The Prime Fund is managed to emphasize the preservation of principal while maintaining a stable NAV of \$1.00.

**Liquidity:** The Prime Fund is managed to provide daily liquidity to its Participants. See above for description of the maximum WAM and WAL for investments in the Prime Fund.

**Competitive Returns:** The Prime Fund is managed to generate competitive returns while providing daily liquidity and stability of principal.

No assurances can be given that the investment objectives of the Prime Fund will be achieved.

### Prime Fund Eligible Investments

Specifically designed for California local governments, the California CLASS will invest available cash in the Prime Fund exclusively in the following investments (Eligible Investments) authorized under the California Government Code Section 53601 and subject to the maturity, diversification, and credit quality requirements specified below. The Board of Trustees (Board) of the California CLASS has established this Investment Policy for the Prime Fund which is more restrictive than the California Government Code in terms of its maximum maturity limitations. The Board may amend or revise this Investment Policy, from time to time, in accordance with the JPA Agreement. Upon the Board's approval of any amendment to an Investment Policy, the amended Investment Policy will be posted to the website of California CLASS. This Investment Policy may also be amended to reflect any changes to the California Government Code.

- 1) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

**Maximum Maturity:** 397 days for fixed rate obligations; 762 days for variable rate obligations

**Maximum Portfolio Allocation:** No Limit

**Maximum Per Issuer Allocation:** No Limit

**Minimum Credit Quality:** Not Applicable

- 2) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

**Maximum Maturity:** 397 days for fixed rate obligations; 762 days for variable rate obligations

**Maximum Portfolio Allocation:** No Limit

**Maximum Per Issuer Allocation:** No Limit

**Minimum Credit Quality:** Not Applicable

- 3) Repurchase agreements in securities authorized in paragraphs (1) or (2), above, provided that the term of the agreement does not exceed one year. "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. The market value of securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day.

**Maximum Maturity:** 1-Year

**Maximum Portfolio Allocation:** No Limit

**Maximum Per Issuer Allocation:** No Limit

**Minimum Credit Quality:** Not Applicable

- 4) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** No Limit

**Maximum Per Issuer Allocation:** No Limit

**Minimum Credit Quality:** Rating category of "A" or its equivalent or better by a NRSRO

- 5) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.



**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** No Limit

**Maximum Per Issuer Allocation:** No Limit

**Minimum Credit Quality:** Rating category of "A" or its equivalent or better by a NRSRO

- 6) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** No Limit

**Maximum Per Issuer Allocation:** No Limit

**Minimum Credit Quality:** Rating category of "A" or its equivalent or better by a NRSRO

- 7) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Pursuant to Section 53601(g) of the California Government Code, purchases of bankers' acceptances shall not exceed 180 days maturity or 40% of the agency's moneys that may be invested pursuant to this section and no more than 30% of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

**Maximum Maturity:** 180 days

**Maximum Portfolio Allocation:** 40%

**Maximum Per Issuer Allocation:** 30%

**Minimum Credit Quality:** "A-1" or higher, or the equivalent, by a NRSRO

- 8) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either clause (A) or (B): (A)(1) is organized and operating in the United States as a general corporation, (2) has total assets in excess of five hundred million dollars (\$500,000,000), (3) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO or (B)(1) is organized within the United States as a special purpose corporation, trust, or limited liability company, (2) has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, (3) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO. In addition to the Maximum Per Issuer Allocation set forth below, no more than 10% of the Prime Fund shall be invested in the

commercial paper and the medium-term notes of any single issuer. Pursuant to 53601(h) of the California Government Code, local agencies, other than counties or a city and county, that have less than \$100,000,000 of investment assets under management, may invest no more than 25% of their moneys in eligible commercial paper; local agencies, other than counties or a city and county, that have \$100,000,000 or more of investment assets under management may invest no more than 40% of their moneys in eligible commercial paper; a local agency, other than a county or a city and a county, may invest no more than 10% of its total investment assets in the commercial paper and the medium-term notes of any single issuer; and counties or a city and county may invest in commercial paper pursuant to the concentration limits in Section 53635 of the California Government Code.

**Maximum Maturity:** 270 days

**Maximum Portfolio Allocation:** 40%

**Maximum Per Issuer Allocation:** 10%

**Minimum Credit Quality:** "A-1" or higher, or the equivalent, by a NRSRO

- 9) Negotiable certificates of deposit issued by a nationally or state-chartered bank or by a savings association or a federal association (as defined in Section 5102 of the California Financial Code), a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank, provided that the deposits in any one institution shall not exceed the shareholders' equity of such institution. In addition to the Maximum Per Issuer Allocation set forth below, no more than 10% of the Prime Fund shall be invested in the negotiable certificates of deposit and medium-term notes of any single issuer. As required by California Government Code Section 53601(i), purchases of negotiable certificates of deposit shall not exceed 30% of the agency's moneys that may be invested pursuant to this section.

**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** 30%

**Maximum Per Issuer Allocation:** 5%

**Minimum Credit Quality:** "A-1" or higher, or the equivalent, by a NRSRO.

- 10) Medium-term notes, defined as all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Pursuant to 53601(k) of the California Government Code, purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30% of the agency's moneys that may be invested pursuant to this section and a local agency, other than a county or a city

and a county, may invest no more than 10% of its total investment assets in the commercial paper and the medium-term notes of any single issuer.

**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** 30%

**Maximum Per Issuer Allocation:** 5%

**Minimum Credit Quality:** Rating category of "A" or its equivalent or better by a NRSRO

- 11) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Pursuant to Section 53601(o) of the California Government Code, purchase of securities authorized by this subdivision shall not exceed 20% of the agency's surplus moneys that may be invested pursuant to this section.

**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** 20%

**Maximum Per Issuer Allocation:** 5%

**Minimum Credit Quality:** Rating category of "AA" or its equivalent or better by a NRSRO

- 12) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank which are eligible for purchase and sale within the United States. Pursuant to Section 53601(q) of the California Government Code, investments under this subdivision shall not exceed 30% of the agency's moneys that may be invested pursuant to this section.

**Maximum Maturity:** 397 days

**Maximum Portfolio Allocation:** 30%

**Maximum Per Issuer Allocation:** 5%

**Minimum Credit Quality:** Rating category of "AA" or its equivalent or better by a NRSRO

- 13) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. Such eligible companies shall have (1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs and (2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). The

purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge. Pursuant to Section 53601(I) of the California Government Code, investments under this subdivision shall not exceed 25% of the agency's moneys that may be invested pursuant to this section.

**Maximum Maturity:** NA

**Maximum Portfolio Allocation:** 20%

**Maximum Per Fund Allocation:** NA

**Minimum Credit Quality:** Highest ranking provided by not less than two NRSROs

### **Ongoing Compliance Considerations**

The credit rating requirements and percentage limitation limits set forth in this Investment Policy shall apply at the time of purchase. In the event that such percentage limitation requirements are breached due to fluctuations in the portfolio balance within the Prime Fund, this Investment Policy shall not require the sale of securities to bring the portfolio back into compliance provided that such deviations are expected to be short lived, and that due consideration is given to such concentrations when evaluating future investments. In the event that the credit rating of a security is downgraded to below the requirements of this Investment Policy subsequent to its purchase, the Investment Advisor shall evaluate the circumstances surrounding the ratings downgrade and, at its sole discretion, make a determination to hold or sell the affected securities based upon a review of the issuers financial conditions, credit outlook, the securities remaining term to maturity, and other relevant facts and considerations.

## Investment Restrictions

The following restrictions apply to the Prime Fund:

- 1) The California CLASS will invest funds in the Prime Fund only in securities defined in the “Eligible Investment” section of this Investment Policy unless there is a change in California law which updates or redefines the types of which are legal investments for California public agencies.
- 2) As required by California law, no funds in the Prime Fund will be invested in inverse floaters, range notes, mortgage-derived, interest-only strips or other securities which could result in zero-interest accrual if held to maturity. Notwithstanding the foregoing and as allowed by California law, the California CLASS may invest funds in the Prime Fund in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates.
- 3) The California CLASS shall not engage in any transaction that has the effect of creating leverage in the Prime Fund, including borrowing money, or pledging, mortgaging, or hypothecating any securities in the Prime Fund. Notwithstanding the foregoing, the California CLASS may engage in forward settling purchase and sale transactions in accordance with standard market conventions in the Prime Fund.



# PLEASANT VALLEY RECREATION AND PARK DISTRICT

## INVESTMENT POLICY

Board Approved

September 1, 2021

The Investment Policy set forth by the Pleasant Valley Recreation and Park District is to invest public funds in a manner that will provide the highest investment return with maximum security while meeting the daily cash flow demands of the District and conforming to all State and local statutes governing the investment of public funds.

### OBJECTIVES

The cash management system of the Pleasant Valley Recreation and Park District is designed to accurately monitor and forecast expenditures and revenues, thus insuring the investment of monies to the fullest extent possible. Consistent with this factor, the State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) §53600.6 and §53630.1). Government Code Section 53601, et seq., allows the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency.

Government Code §53646(a) states that the fiscal officer of a local agency is required to annually prepare and submit an investment policy and such policy, and any change thereto, is to be considered by the local agency's legislative body at a public meeting.

### CRITERIA FOR SELECTING INVESTMENTS

#### **SAFETY**

Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

#### **CREDIT RISK**

Credit risk is defined as a risk of loss due to failure of the issuer of the security. The risk shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the District's capital base and cash flow.

#### **MARKET RISK**

Market risk is defined as market value fluctuations due to overall changes in the general level of interest rates. This risk shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation.

#### **LIQUIDITY**

The District's investment portfolio shall be structured in a manner which will provide funds



# PLEASANT VALLEY RECREATION AND PARK DISTRICT

## INVESTMENT POLICY

Board Approved

September 1, 2021

from maturing securities and interest payments to meet anticipated cash flow demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

### **YIELD**

The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout market and economic cycles, commensurate with the District's risk constraints and cash flow characteristics of the portfolio. These policies specifically prohibit trading securities for the sole purpose of speculating or taking an unhedged position on the future direction of interest rates.

### **AUTHORIZED AND SUITABLE INVESTMENTS**

All investments shall be made in accordance with Sections 53600 et seq., of the Government Code of California. The Investment Policy applies to all financial assets of the District. The Pleasant Valley Recreation and Park District can diversify its investments by security type and institution. Permitted investments/deposits include:

- a) Local Agency Bonds
- b) U.S. Treasury Obligations
- c) State Obligations
- d) CA Local Agency Obligations
- e) U.S. Agency Obligations
- f) Repurchase Agreements
- g) Collateralized Bank Deposits
- h) Bank/Time Deposits
- i) County Pooled Investment Funds
- j) Joint Power Authority Pool
- k) State Pool Local Agency Investment Fund
- l) The Local Agency Investment Fund (LAIF)
- m) CalTRUST

### **Other permitted investments/deposits with percentage and maturity limits are:**

- a) Bankers' Acceptance, Foreign/Domestic - with a minimum rating of "A1" by Standard & Poor's or "P1" by the Federal Reserve System and the maturity does not exceed 180 days maturity or 40% of the total portfolio.
- b) Commercial Paper – Short-term instruments with fixed coupons, fixed maturity and no call provisions issued by corporations organized and operating within the United States, with an "A1/P1" rating or better. Purchases may not exceed 270 days maturity or 25% of the portfolio.
- c) Negotiable Certificates of Deposit – Issued by nationally or state-chartered banks; savings or federal associations; state or federal credit unions; or federally licensed or state licensed branches of foreign banks. Purchases may not exceed 30% of the



# PLEASANT VALLEY RECREATION AND PARK DISTRICT

## INVESTMENT POLICY

Board Approved

September 1, 2021

portfolio and final maturity may not exceed five (5) years from date of purchase.

d) CD Placement Services (CDAR's) – 30% not exceeding five (5) Years

e) Medium-Term "A" Rated Notes – A maximum of five (5) years until maturity issued by corporations organized and operating within the United States and rated in the rating category of "A-" or better of Moody's Investment Services, Inc. and Standard and Poor's Corporation. Purchases may not exceed 30% of the portfolio.

f) Money Market Funds - provided that no deposit made pursuant to this paragraph in any one institution shall exceed the amount insured by the Federal Deposit Insurance Corporation. They must have the highest rating from at least two nationally recognized statistical ratings organization (NRSRO's), must maintain a daily principal per share value of \$1.00 per share and distribute interest monthly, and must have a minimum of \$500 million in assets under management and funds shall not exceed 20% of the District total portfolio.

g) Mortgage Pass-Through Securities "AA" Rating – 20% not exceeding (5) Years

No more than 30% of the total portfolio shall be invested in any single type of investment. (*Note: The Local Agency Investment Fund, CalTRUST, and the Ventura County Treasury Fund are pooled investments, consisting of a variety of instruments; therefore, they are not subject to the 30% rule.*)

## RESPONSIBILITIES

### Responsibilities of the Accounting Department

The Accounting Department is charged with the responsibility for maintaining custody of all public funds and securities belonging to or under the control of the District, and for the deposit and investment of those funds in accordance with principles of sound treasury management and with applicable laws and ordinances.

### Responsibilities of the District's Auditing Firm

The District's auditing firm's responsibilities shall include but not be limited to the examination and analysis of fiscal procedures and the examination, checking and verification of accounts and expenditures. A review of the District's investment program is a part of the responsibility described above.

### Responsibilities of the Board of Directors

The Board of Directors shall annually review and approve the written Investment Policy. As provided in the Policy, the Directors shall receive, review, and accept quarterly and monthly investment reports, per California Government Code section 53646, and Government Code section 53607, which will be included in Financial Reports at regularly scheduled meetings.

The Board and persons authorized to make investment decisions subject to these policies are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee





**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT**

**INVESTMENT POLICY**

**Board Approved  
September 1, 2021**

shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in the next issued quarterly report and appropriate action are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the Board shall be notified immediately.

**Investment Policy**

<b>Investment Policy Date</b>	<b>Investment Policy Resolution Number</b>
7/2/2008	No Resolution
7/1/2009	No Resolution
7/7/2010	No Resolution
7/6/2011	No Resolution
7/11/2012	No Resolution
7/10/2013	No Resolution
7/2/2014	No Resolution
4/1/2015	No Resolution
9/1/2021	Resolution No. 689

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, Administrative Analyst**

**DATE: October 5, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 724 NOMINATING A BOARD MEMBER TO FILL  
THE TERM OF 1/1/2023 – 12/31/2026 FOR THE  
REGULAR OR ALTERNATE SPECIAL DISTRICT  
MEMBER OF THE VENTURA COUNTY LOCAL  
AGENCY FORMATION COMMISSION**

**SUMMARY**

The terms of the Ventura Local Agency Formation Commission (LAFCo) special district regular member Elaine Freeman and alternate member John R. (Jack) Curtis will expire on December 31, 2022. As such, an appointment for each seat must be made for the subsequent four-year terms, January 1, 2023 through December 31, 2026.

**BACKGROUND**

LAFCo is an independent agency created by the State of California. LAFCos are responsible for reviewing and approving proposed jurisdictional boundary changes, including the annexation and detachment of territory to and/or from cities and most special districts, incorporations of new cities, formations of new special districts, and consolidations, mergers, and dissolutions of existing districts. In addition, LAFCos must review and approve contractual service agreements, conduct service reviews, and determine spheres of influence for each city and district. For special districts, LAFCo may initiate proposals involving consolidation, dissolution, establishing subsidiary districts, mergers, and reorganizations.

LAFCo is seeking an individual to serve in the capacity of the Special District Regular member or Alternate to fill a four-year term ending December 31, 2026. Alternate members only serve in the absence of a regular member.

LAFCo meets approximately ten times annually in Ventura, typically on the 3<sup>rd</sup> Wednesday of the month. Commissioners receive \$50 per meeting and mileage reimbursement per the IRS Standard Mileage Rate to and from meetings.

**ANALYSIS**

The terms of LAFCo special district regular member Elaine Freeman and alternate member John R. (Jack) Curtis will expire on December 31, 2022. As such, an appointment for each seat must be

made for the subsequent four-year terms (January 1, 2023, through December 31, 2026) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

If Pleasant Valley Recreation and Park District wishes to nominate an individual to be a candidate for either the regular member or alternate member on LAFCo, the District must submit a nominating resolution and a candidate's statement or resume of no more than one page to Kai Luoma, Executive Officer at Ventura LAFCo, either by mail or email.

The deadline for submitting nominating resolutions and candidate statements/resumes is 5:00 p.m., Friday, October 14, 2022.

**FISCAL IMPACT**

There is no anticipated fiscal impact on the District from this recommendation.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 4.4.B: Develop, maintain, and enhance relationships with other government agencies serving our community, such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

**RECOMMENDATION**

It is recommended that the Board approve the consideration and adoption of Resolution No. 724 nominating a Board Member for the election of a Ventura LAFCo special district regular member or special district alternate member for the term beginning January 1, 2023 through December 31, 2026.

**ATTACHMENTS**

- 1) Nomination Resolution (1 page)
- 2) Call for Nominations (2 pages)

**RESOLUTION NO. 724**

**RESOLUTION OF THE PLEASANT VALLEY  
RECREATION AND PARK DISTRICT**

**NOMINATING [NAME OF BOARD MEMBER] TO FILL THE  
TERM OF 1/1/2023 – 12/31/2026 FOR THE [REGULAR or  
ALTERNATE] SPECIAL DISTRICT MEMBER OF THE  
VENTURA LOCAL AGENCY FORMATION COMMISSION**

WHEREAS, the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo) has notified the District of an anticipated vacancy on LAFCo for [A *REGULAR or AN ALTERNATE*] member appointed by the independent special districts in Ventura County to fill the term from 1/1/2023 to 12/31/2026, and has issued a call for nominations to be submitted in writing pursuant to California Government Code Section 56332(c); and

WHEREAS, at the time and in the manner required by law, the Pleasant Valley Recreation and Park District Board met on October 5, 2022 to consider the call for nominations by the LAFCo Executive Officer.

NOW THEREFORE BE IT RESOLVED by the Pleasant Valley Recreation and Park District as follows:

- 1) [NAME OF BOARD MEMBER] is hereby nominated to fill the anticipated vacancy in the term beginning 1/1/2023 and expiring 12/31/2026 as the [REGULAR or ALTERNATE] member of the Ventura LAFCo appointed by independent special districts in Ventura County.
- 2) The General Manager shall transmit a signed copy of this Resolution and a copy of the resume or candidate statement for [NAME OF BOARD MEMBER] to the Ventura LAFCo Executive Officer.

This resolution was adopted on October 5, 2022.

AYES

NOES

ABSTAINS

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair, Pleasant Valley Recreation and Park District



VENTURA LOCAL AGENCY FORMATION COMMISSION

801 S. Victoria Avenue, Suite 301, Ventura, CA 93003

(805) 654-2576

ventura.lafco.ca.gov

**CALL FOR NOMINATIONS  
LAFCO SPECIAL DISTRICT REGULAR MEMBER  
AND SPECIAL DISTRICT ALTERNATE MEMBER**

August 24, 2022

Chair of the Board  
Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, CA 93010

**RE: CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member and Special District Alternate Member**

Dear Chair of the Board:

The terms of LAFCo special district regular member Elaine Freeman and alternate member John R. (Jack) Curtis will expire on December 31, 2022. As such, an appointment for each seat must be made for the subsequent four-year terms (January 1, 2023 through December 31, 2026) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), I have determined that a meeting of the committee for the purpose of selecting a regular member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating process and the election itself will be conducted by mail (most special districts have consented to conducting the election via electronic mail).

If your district wishes to nominate an individual to be a candidate for either the regular member or alternate member on LAFCo, please submit a nominating resolution (attached is a sample resolution for your use) and a candidate's statement or resume of no more than one page to Kai Luoma, Executive Officer, at Ventura LAFCo either by mail or via email (for those districts that have previously consented to email – see attached list).

**The deadline for submitting nominating resolutions and candidate statements/resumes is 5:00 p.m., Friday, October 14, 2022.** Any nomination submitted after the deadline will not be considered.

Chair of the Board, Pleasant Valley Recreation and Park District  
CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member  
August 24, 2022  
Page 2

If at the end of the nominating period only one candidate for either position is nominated, that candidate shall be deemed appointed. If two or more candidates are nominated, LAFCo staff will prepare and deliver a ballot and voting instructions to each eligible district. For the election to be valid, a quorum of the 29 independent special districts must submit valid ballots.

Thank you for your attention to this matter. Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kai Luoma', written in a cursive style.

Kai Luoma  
Executive Officer

c: General Manager

**9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:**

- A. Chair Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – City of Camarillo Liaison, Miracle League, Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members