

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
FEBRUARY 16, 2023**

**REGULAR MEETING 6:30 PM  
ORANGEVALE COMMUNITY CENTER  
6826 HAZEL AVE. ORANGEVALE, CA 95662**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

**1. CALL TO ORDER**

**2. ROLL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA**

**5. PUBLIC DISCUSSION**

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

**6. MINUTES**

a. Approval of minutes of the Regular Meeting January 19, 2023 (pg. 1-9)

**7. CORRESPONDENCE**

a. Ads in the January 13 and 27 issues of the Orangevale View to promote upcoming programs (pg. 10-11)

**8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action**

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

**8.1 CONSENT MATTERS GENERAL FUND**

- a. Ratification of Claims for January 2023 (pg. 12-13)
- b. Budget Status Report for January 2023 (pg. 14-16)
- c. Revenue Report for January 2023 (pg. 17)

**8.2 OLLAD CONSENT MATTERS**

- a. Ratification of Claims for January 2023 (pg. 18-19)
- b. Budget Status Report for January 2023 (pg. 20-21)

**8.3 KENNETH GROVE CONSENT MATTERS**

- a. Ratification of Claims for January 2023 (pg. 22)
- b. Budget Status Report for January 2023 (pg. 23)

**9. NON-CONSENT MATTERS GENERAL FUND**

- a. Ratification of Claims for January 2023 (pg. 24)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance – No Report. This committee is meeting on February 24
- b. Maintenance & Operation – No Report
- c. Recreation Committee – No Report
- d. Personnel & Policy – This committee met on February 3. See the meeting recap (pg. 25-26)
- e. Government – No Report
- f. Planning Committee – No Report. This committee will meet prior to the March 16 BOD meeting
- g. Trails Committee – No Report
- h. Ad Hoc – No Report

11. **ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – January 2023 (pg. 27-32)

12. **UNFINISHED BUSINESS**

- a. Update on awarding the construction of a new fence at Streng Avenue Trail to the qualified contractor with the lowest responsive quote (verbal)

13. **NEW BUSINESS**

- a. Lease Agreement between the Orangevale Recreation & Park District and the Orangevale History Project (OHP) that provides OHP the use of the Cottage building for a museum, gift shop, office, and storage (pg. 33-45)
- b. Approval of Resolution 23-02-699, Resolution Directing Preparation of the Engineer's Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District (pg. 46)
- c. Approval of Resolution 23-02-700, Resolution Directing Preparation of the Engineer's Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District (pg. 47)
- d. Approve agreement between Orangevale Recreation & Park District and Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2023 (pg. 48-64)
- e. Approve agreement between Orangevale Recreation & Park District and Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2023 (pg. 65-80)
- f. Approval of the agreement with All Events Management Group to hold Orangevale's Summer Palooza event at Orangevale Community Park on June 16-18, 2023 (pg. 81-96)
- g. Approval of the agreement with All Events Management Group to hold the *Bow Wow Days – A Peticular Event* at Orangevale Community Park on September 23, 2023 (pg. 97-112)
- h. Approval of the 2023 edition of the OVparks Personnel Policy Manual (pg. 113-215)
- i. Implementation of a 9/80 work schedule option for identified full-time positions (verbal)
- j. Implementation of 8:30am-4:30pm public visitation office hours beginning March 6 (verbal)
- k. Preliminary plans to celebrate and recognize the 40<sup>th</sup> Anniversary of OVparks (verbal)
- l. Renew discussions for additional funding for the District (verbal)
- m. Swimming Pool project timeline and update (pg. 216)
- n. Roadway/Trail project timeline and update (pg. 217)
- o. Arcade Cripple Creek Trail project Update (verbal)
- p. Determine if our March Board of Directors meeting is to be live-streamed (verbal)

14. **DIRECTOR'S AND STAFF'S COMMENTS**

15. **ITEMS FOR NEXT AGENDA**

- a. Big Day of Service projects and budget allocation for May 6, 2023

16. **ADJOURNMENT**

**NOTICE:**

*As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.*

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: [director@ovparks.com](mailto:director@ovparks.com)

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors January 19, 2023

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on January 19, 2023, at the District Office. Director Montes called the meeting to order at 6:30 p.m.

Directors present: Meraz, Brunberg (arrived 6:38pm), Montes, Presinal  
Directors absent: Stickney  
Staff present: Barry Ross, District Administrator  
Jennifer Von Aesch, Finance/HR Superintendent  
Horacio Oropeza, Park Superintendent  
Jason Bain, Recreation Supervisor  
Melyssa Woodford, Admin. Services Supervisor

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
  
4. **APPROVAL OF AGENDA** On a motion by Director Meraz, seconded by Director Montes, the agenda was approved by a vote of 3-0-0 with Directors Presinal, Meraz, and Montes voting Aye. There were no Nays or Abstentions.  
**MOTION #1**
  
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
  
6. **MINUTES** a) Approval of Minutes of December 8, 2022 (pg. 1-9): On a motion by Director Presinal seconded by Director Meraz, the minutes were approved by a vote of 3-0-0 with Directors Meraz, Presinal, & Montes voting Aye. There were no Nays or Abstentions. Directors Stickney and Brunberg were absent.  
**MOTION #2**
  
7. **CORRESPONDENCE** a) An article in the December 9 issue of the Orangevale View reporting on the success of the Orangevale Tree Lighting event (pg. 10-11): Admin Ross advised of a nice article regarding the successful Orangevale Tree Lighting with good pictures of the event.  
b) An ad in the December 9 issue of the Orangevale View to promote upcoming programs (pg. 12): Admin Ross shared the very helpful advertising recently published in the Orangevale View promoting upcoming programming.

**8. CONSENT  
CALENDAR**

**MOTION #3**

- a) On a motion by Director Montes, seconded by Director Meraz, the consent calendar was approved by a vote of 3-0-0 with Directors Presinal, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Directors Stickney and Brunberg were absent.

**8.1. CONSENT  
MATTERS  
GENERAL FUND**

- a) Ratification of Claims for November 2022 (pg. 13-14)  
b) Budget Status Report for November 2022 (pg. 15-17)  
c) Revenue Report for November 2022 (pg. 18)  
d) Ratification of Claims for December 2022 (pg. 19-20)  
e) Budget Status Report for December 2022 (pg. 21-23)  
f) Revenue Report for December 2022 (pg. 24)

**8.2. OLLAD  
CONSENT  
MATTERS**

- a) Ratification of Claims for November 2022 (pg. 25-26)  
b) Budget Status Report for November 2022 (pg. 27-28)  
c) Ratification of Claims for December 2022 (pg. 29)  
d) Budget Status Report for December 2022 (pg. 30-31)

**8.3. KENNETH GROVE  
CONSENT  
MATTERS**

- a) Ratification of Claims for November 2022 (pg. 32)  
b) Budget Status Report for November 2022 (pg. 33)  
c) Ratification of Claims for December 2022 (pg. 34)  
d) Budget Status Report for December 2022 (pg. 35)

**9. NON-CONSENT  
MATTERS  
GENERAL FUND**

**MOTION #5**

- a) Ratification of Claims for November 2022 (pg. 36)  
On a motion by Director Brunberg seconded by Director Meraz, the Ratification of Claims for November 2022 was approved by a vote of 3-0-1 with Directors Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Director Montes Abstained. Director Stickney was absent.

**10. STANDING  
COMMITTEE  
REPORTS**

- a) Administration and Finance: No report. This committee is planning a February meeting.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: This committee met on December 15. See the meeting recap (pg. 37-38): The updated Policies and Procedures Manual, the COVID Policy, and alternative work schedules were discussed. This committee is planning to meet again within the next two weeks.
- e) Government: No report.
- f) Planning Committee: The goal is for this committee to meet in February.
- g) Trails Committee: Trails Committee: No report.

h) Ad Hoc: No report.

**11. ADMINISTRATOR'S REPORT**

a) Monthly Activity Report – December 2022 (pg. 39-47):

On December 7, representatives from Syserco visited the District to conduct an energy audit of the OVparks buildings to help determine areas where we can increase efficiency and generate clean energy. Their primary focus was on solar power opportunities. They intend to have an audit report to us in approximately six weeks.

On December 10, OVparks participated in the Orangevale Parade of Lights. Superintendent Oropeza decorated our tractor and rode it in the parade. The rain held off during the parade. There were many enthusiastic visitors to watch the parade.

On December 20, the District purchased a used golf cart that will be used primarily at the Orangevale Community Center Park campus. District staff inspected and test-drove the golf cart on December 14, and determined it was a good value and would be an asset for staff, especially when the new roadway between the properties is constructed in 2023. This electric cart has a roof for shade and a bed to help haul supplies.

The FEC Park District Police Department report indicated minimal occurrences this month.

Park Supt. Oropeza advised that Parks Maintenance aided with preparation for the Orangevale Tree Lighting event and parking during the event. Drainage and creek cleanup were ongoing to prevent flooding issues during the storms. Nineteen trees fell during the recent storms, mainly at the Shady Oaks Disc Golf course. A few Eucalyptus trees fell at Pecan Park. A tree fell partially blocking the entrance to Shady Oaks. Part of the same tree also came down toward the neighboring house into their fence and driveway area. A few trees came down at Sundance Park and at Orangevale Community Center Park.

Director Meraz inspected the creek water level during the heavy rainstorms and measured the water to be fourteen inches below the support beam. This supports the need for the increased elevation for the proposed bridge installation. Director Presinal inquired if the District qualifies for any state of emergency funding at the State or Federal level. Admin Ross advised that pre-qualifying application for FEMA has been submitted. This application provides early reports of damage and anticipated costs for clean-up. He spoke with CAPRI insurance agent, Matt Duarte, who advised that the FEMA funding is provided for any damage costs above and beyond what our insurance through CAPRI will cover. Matt Duarte advised that typically a

forty-eight-hour storm window is considered part of one claim. A \$2,000 deductible is in place per incident or per storm. Due to the recent series of storms experienced over a three-week period, CAPRI will likely consider that as one storm exceeding the 48-hour period and allowing all storm-related damages to be filed within the same claim. Damage-related claims will include submission of logged staff time for storm related clean-up, and contracts with tree companies for haul-away of trees. Park Supt. Oropeza documented downed trees with date stamps throughout the OVparks properties to provide documentation for claim submissions. These photos and videos will be organized with labels indicating location and date.

Recreation Supervisor Jason Bain advised projected goal of \$6,500 for the month of December was surpassed. Graph indicating the net revenue and projections was provided. The District is currently approximately \$4,000 over projections for the fiscal year.

**12. UNFINISHED BUSINESS**

- a) Update on the awarding of the construction of a new fence at Streng Open Space to the qualified contractor with the lowest responsive quote (verbal): Admin Ross advised of the status of the new fence construction for Arcade Cripple Creek Trail Project. Bids received are under the \$15,000 allotted by the Board of Directors. A SMUD gate is part of that fencing that provides access to one of the utility poles. Admin Ross to meet with a SMUD representative on Monday, January 23 to discuss any size or material requirements for the gate and if SMUD pays for any of the changes. If so, this would alter the bid specs and potentially lower the price of the gate and the fence. Admin Ross is postponing awarding the bid for the fence until the meeting has been held with SMUD.

**13. NEW BUSINESS**

- a) Presentation of Certificates of Election for three newly elected Board Directors: Arica Presinal, Sharon Brunberg, and Manie Meraz (presentation): Admin Ross presented the Certificates of Election to each of the newly elected Board Directors. The Oath of Office Certificate from the Sacramento County official vote count was presented to Arica Presinal. Admin Ross advised that since Arica was completing the term previously held by Erica Swenson, her term will end in 2024. Arica will be running for reelection along with Directors Stickney and Montes. Director Montes extended congratulations to the three newly elected Board Directors on behalf of the District.
- b) Approval of the Orangevale Recreation & Park District Fiscal Audit 2021/22 (pg. 48-80): The District contracted with Larry Bain, CPA, to conduct the Fiscal Audit for 2021/22 and provide an overview of the results. Two sets of financial statements were provided. Government-wide funds combined to show all of the

**MOTION #4**

activity and one set including long term assets and long-term liabilities in Government-wide financials. The new item for this fiscal year is GASB Statement 87 showing operating leases in the financial statements. Crown Castle, American Tower and Final 9 are all operating leases with lease receivables to the District. Cash and investments are strong. The annual operating expenses in the General Fund are considered very strong with a healthy carryover cash balance. The income statement saw an increase of \$344,000 in the General Fund balance due to inter-governmental revenue predominately obtained from COVID-related income. The cell tower leases were renegotiated in 2019 and 2020 which increased revenue. Pension liability with SCERS went down significantly for this fiscal year. SCERS amortizes the investment gains or losses following the CalPERS schedule which is five years. These results may perpetuate a lower employer contribution requirement. The Significant Deficiencies Management Report is provided with minimal content to address.

On a motion by Director Brunberg seconded by Director Meraz, the Orangevale Recreation & Park District Fiscal Audit 2021/22 was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- c) Board Committee assignments for 2023 (pg. 81-82):  
 Board committees are up for reassignment each calendar year. At the December 8, 2022, board meeting, it was agreed that each Board Director would remain on at least one committee that they currently serve on for the sake of continuity. Each Board Director would then consider which other committees they would like to serve on. Administrator Ross met with Chair Stickney on January 5 to prepare the committee assignments to present to the full board on January 19. The only changes in committee assignments were moving Director Meraz from Government to Planning, and then moving Director Montes from Planning to Government. The Committee Chairs in each committee have been changed as is done annually.

**MOTION #6**

| <u>Committee</u>              | <u>Chairperson</u> | <u>Vice Chairperson</u> |
|-------------------------------|--------------------|-------------------------|
| <b>Admin/Finance</b>          | Mike Stickney      | Sharon Brunberg         |
| <b>Maintenance/Operations</b> | Arica Presinal     | Manie Meraz             |
| <b>Recreation</b>             | Lisa Montes        | Mike Stickney           |
| <b>Personnel/Policies</b>     | Lisa Montes        | Manie Meraz             |
| <b>Planning</b>               | Mike Stickney      | Manie Meraz             |
| <b>Government</b>             | Mike Stickney      | Lisa Montes             |
| <b>Trails</b>                 | Arica Presinal     | Sharon Brunberg         |

On a motion by Director Brunberg seconded by Director Meraz, the Board Committee assignments for 2023 was approved by a



vote of 4-0-0 with Directors Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- d) Consider altering the timing of our current policy that makes it conditional that any new employees or volunteers with the District must be fully vaccinated, or in the process of becoming fully vaccinated, against COVID-19 (pg. 83-86):

The District passed our current policy (attached) in February 2022 in an effort to provide a healthy work environment for its staff, and a safe and healthy play environment for its guests. Being fully vaccinated is clearly identified by top health agencies as the most effective way to prevent the transmission of COVID-19 while reducing hospitalizations and deaths.

One concern with this policy is that staff is being exposed to the public, at work or outside of work, who may not be vaccinated. Vaccinated staff are still contracting COVID-19 in its various strands. Though the vaccine provides a valuable layer of protection, if it isn't mandated among the greater population, then the policy for staff is less effective. As an agency we want to continue to encourage staff to defend themselves against COVID-19, including being fully vaccinated.

Another concern is that we are the only parks & recreation agency in the region, except for the City of Sacramento, that has a similar vaccination policy. This puts us at a disadvantage when recruiting staff, especially staff under the age of 18 who are guided by the preferences of their parents. This negatively impacted our hiring of aquatic and camp staff this past summer as we needed to turn away several applicants. Several others applied for religious or medical exemptions to our policy, but only a couple successfully cleared the needed qualifications of those exemptions.

The final reason staff would like to alter the timing of this policy is because the death rates and hospitalization rates have dropped considerably since this time last year when the policy was being considered. In January 2022 we were in a peak where about 4,000 Americans were dying daily. This January we are averaging about 550 deaths per day. This is still very frightening, but certainly less severe. Staff feels that when local public health officials mandate the wearing of masks/face coverings, then the threat is elevated to the point where we automatically reactivate this policy until the mask mandated is discontinued.

On a motion by Director Brunberg seconded by Director Meraz, that our current policy regarding mandated COVID-19 vaccinations for new employees and volunteers be enforced only during times when there is a local mandate for people to wear

## **MOTION # 7**

masks/face coverings due to elevated risks related to the spread of COVID-19, and have the current Personnel Employment Policy updated to reflect this adjustment, was approved by a vote of 3-0-1 with Directors Meraz, Brunberg, & Presinal voting Aye. There were no Nays. Director Montes abstained. Director Stickney was absent.

- e) Discuss having the April 2023 Regular Board of Directors meeting on either April 13 or April 20 (verbal): Admin Ross will be unable to attend on April 20<sup>th</sup>. The Board of Directors discussed and agreed to move the April Board of Directors Meeting to April 13<sup>th</sup>. Admin Ross to update the website and advise of the schedule change.
- f) Swimming Pool project timeline and update (pg. 87): Aquatic Design Group (ADG) is aware that we will delay the pool project until after the pool closes this August/September. They understand and agree that this is the wise decision. Currently we are in the Sacramento County Health Approval Process. ADG is still working with the County towards plan approval, with some progress occurring this week. We are planning to acquire bids in February and March and move forward with awarding the bid in March or April 2023.
- g) Roadway/Trail project timeline and update (pg. 88): The 99% drawings/plans were presented to District staff by MTW Group on January 9. Staff reviewed the plans and discussed some possible adjustments with MTW Group. A few changes were made, and the final 100% drawings/plans were provided to staff on January 17. Staff is now in the process of completing the County application for plan review and approval. The plans are expected to be submitted to the County next week, the week of 1/23. Sacramento County is currently backlogged approximately six weeks.
- h) Arcade Cripple Creek Trail Project Update (verbal): The trail construction is currently still happening at the SMUD Substation location. The holidays and the storms have slowed construction. There is currently sidewalk construction occurring on Oak Ave. between Melva St. and Olivine Ave. which is part of this project. Staff will be meeting with SMUD on Monday (1/23) at Streng Avenue Trail to determine the details of the gate in the fence that provides access to the SMUD utility pole. There is a chance that SMUD will pay for that section of the fence, which is the reason we have not yet awarded the bid for that fence replacement.
- i) Determine if our February Board of Directors is to be live-streamed (verbal): The Board of Directors discussed and agreed

to have the February Board of Directors meeting live-streamed. Admin Ross to contact Ken Benedict to confirm his availability to provide live-stream service at the February 16 BOD meeting.

**14. DIRECTOR AND STAFF COMMENTS**

Admin Ross thanked Supervisor Woodford for meeting with him and Jennifer Tremble with InnovAge PACE. They are a potential sponsor for OVparks senior activities. He also thanked Supervisor Woodford for her efforts in producing the Winter/Spring Activity Guide.

Admin Ross extended appreciation to Finance/HR Supt. Von Aesch and Finance Clerk Sue Myren for their hard work and organization to receive a successful audit result.

Admin Ross thanked Supt. Oropeza and his staff for all their hard work in making repairs and cleanup after the recent storms. The Park Maintenance team has been short-staffed recently due to holidays, vacations, and illnesses, but have been able to accomplish a great amount of work.

The Employee and Board of Directors Appreciation Luncheon was held on Friday, December 16. It was a fun gathering for all that attended.

Admin Ross acknowledged the Recreation team for the success of their recent events.

Supervisor Bain advised TigerSharks signups will open to everyone on February 6.

Supervisor Woodford shared that the Best Friends Bash event will be held on Friday, February 10.

Park Supt. Oropeza thanked the staff and those who assisted during and after the recent storms with clean up efforts and repairs. The decorations will be removed from the tree tomorrow. Thank you to EZ Stumps for their sponsorship with the tree truck. Their assistance is greatly appreciated.

Finance/HR Supt. Von Aesch advised that everyone at OVparks contributed to the good audit results and it is much appreciated.

Director Montes advised the Best of Orangevale voting goes dark tomorrow but voting is open until January 31. The Best of Orangevale award ceremony will be held on Saturday, February 11 at the Orangevale Community Center. The event is sold out.

Director Montes suggested the Orangevale Recreation & Park District present a symbolic key to the Orangevale History Project at the Best of Orangevale awards on February 11. She is hopeful that Congressman Kiley will be able to provide a certificate to present to them along with the key.

Director Montes advised that the park district has free profiles for the parks. It is a great tool for the community to see and understand the differences within our parks. The Directory will stay up four years so please take advantage of that.

Director Montes requested appreciation be expressed to the OVparks staff for all their hard work.

Director Presinal voiced that the OVparks staff and the Board of Directors are great to work with.

Director Brunberg extended appreciation to the staff for their hard work dealing with the storms and everything going on.

**15. ITEMS FOR NEXT AGENDA**

- a) Lease agreement with Orangevale History Project for use of the Cottage building.
- b) Discuss future funding measures for the District.
- c) Plans for the District's 40<sup>th</sup> Anniversary
- d) Resolution directing the preparation of the Engineers Report for the two assessments (SCI Consulting)

**16. ADJOURNMENT**

**MOTION #8**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:45 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 4-0-0 with Directors Presinal, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

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Lisa Montes, Acting Chairperson

# Happy New Year with OVparks!

## NEW! Pickleball Clinic

Ages: 9-12

W 1/25-2/22 3:30-4:20pm

Fee: \$77 / \$80 NR



## N.A. of A. All Sports Club

Jr. Academy

Ages: 4-6

9:00-9:50am

Fee: \$124 / \$127 NR

Su 1/22-2/12

Ages: 7-13

10:00-10:50am

Fee: \$124 / \$127 NR

## Pee Wee Basketball

Grades: K-2nd

M 1/23-2/13 5:30-6:30pm

Fee: \$57 / \$60 NR



## Track & Field

Ages: 6-12

M 1/23-2/20 4:20-5:20pm

Fee: \$81 / \$84 NR



## NEW! SoccerTots

\*w/ parent  
participation

Ages: 2-3.5\*

F 1/27-2/24

10:00-10:45am



Ages: 3.5-5

M 1/23-2/20

3:30-4:15pm

Fee: \$77 / \$80 NR

## Artist Studio

Ages: 35+

Th 1/12-5/18 11:30am-3:00pm

Fee: \$59 / \$62 NR



Parks Make Life Better!\*



Get Connected @ovparks

6826 Hazel Ave, Orangevale

(916) 988-4373 • OVparks.com

# It's A Winterful Life At OVparks!

## Best Friends Bash

Ages: 50+

Friday, February 10th 10:30am-12:00pm

Join us for this fun filled morning with pastries, coffee, refreshments and good conversation.

## Pickleball 101

Ages: 18+

|                         |                           |
|-------------------------|---------------------------|
| Pecan Park              | Orangevale Community Park |
| Tu 2/14-3/7 8:00-9:15am | W 2/15-3/8 6:00-7:15pm    |
| Fee: \$72 / \$75 NR     | Fee: \$72 / \$75 NR       |

## Kids Night Out: Medieval Mysteries

Ages: 5-12

F 2/10 6:00-9:00pm

Fee: \$27 / \$30 NR



## Social Dancing

Ages: 18+

|                        |                        |
|------------------------|------------------------|
| Salsa                  | Cha Cha                |
| M 2/6-2/27 7:00-8:00pm | M 2/6-2/27 8:00-9:00pm |
| Fee: \$32 / \$35 NR    | Fee: \$32 / \$35 NR    |

## Flag Football Club

Ages: 7-13

W 2/8-3/15 4:00-5:15pm

Fee: \$160 / \$163 NR

Mark your calendars for our Spring Craft Fair

Friday, May 13th!

**Vendor applications are available!**

Due by March 3rd



Parks Make Life Better!\*



Get Connected @ovparks

6826 Hazel Ave, Orangevale

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GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
JANUARY 31, 2023

| CLAIM #    | ACCOUNT # | VENDOR                     | DESCRIPTION                      | AMOUNT    |
|------------|-----------|----------------------------|----------------------------------|-----------|
| 1906928745 | 20200500  | US BANK NATIONAL ASSOCIAT  | ADVERTISING                      | 229.53    |
| 1906928745 | 20202100  | US BANK NATIONAL ASSOCIAT  | BOOKS/PERIODICALS/SUBSCRIPTION   | 189.97    |
| 1906928745 | 20203800  | US BANK NATIONAL ASSOCIAT  | EMPLOYEE RECOGNITION             | 1,356.90  |
| 1906928882 | 20203900  | BARRY ROSS                 | EMPLOYEE TRANSPORTATION          | 31.50     |
| 1906928881 | 20203900  | SUSAN MYREN                | EMPLOYEE TRANSPORTATION          | 84.38     |
| 1906928879 | 20203900  | OLIVIA SILVA               | EMPLOYEE TRANSPORTATION          | 5.00      |
| 1906928878 | 20203900  | ANNE-METTE VEILSTRUP       | EMPLOYEE TRANSPORTATION          | 11.63     |
|            |           |                            |                                  | 132.51    |
| 1906928837 | 20207600  | BURKETTS OFFICE SUPPLY IN  | OFFICE SUPPLIES                  | 265.03    |
| 1906929405 | 20219700  | SPRINT P C S               | TELEPHONE SERVICES               | 27.18     |
| 1906929404 | 20219700  | COMCAST                    | TELEPHONE SERVICES               | 658.50    |
| 1906929399 | 20219700  | AT&T                       | TELEPHONE SERVICES               | 24.38     |
| 1906929398 | 20219700  | AT&T                       | TELEPHONE SERVICES               | 22.38     |
| 1906935261 | 20219700  | COMCAST                    | TELEPHONE SERVICES               | 634.03    |
|            |           |                            |                                  | 1,366.47  |
| 1906921865 | 20226200  | JJR ENTERPRISES INC        | OFFICE EQUIPMENT MAINTENANCE S   | 109.10    |
| 110818130  | 20250700  | SACRAMENTO COUNTY TAX DEPT | SB 2557 1st INST ORANGEVALE PARK | 8,316.20  |
| 1906921861 | 20257100  | B AND P SECURITY INC       | SECURITY SERVICES                | 175.00    |
| 1906918616 | 20259101  | N3X MSP INC                | IT SERVICES                      | 1,128.00  |
| 1906918616 | 20281201  | N3X MSP INC                | HARDWARE                         | 17.27     |
| 1906918616 | 20281202  | N3X MSP INC                | SOFTWARE                         | 498.00    |
| 1906918607 | 20285100  | TERRY MASTEN               | RECREATIONAL SERVICES            | 252.00    |
| 1906918610 | 20285100  | RICHARD KOWALESKI          | RECREATIONAL SERVICES            | 180.00    |
| 1906915387 | 20285100  | GAIL KENNEY                | RECREATIONAL SERVICES            | 302.10    |
| 1906928745 | 20285100  | US BANK NATIONAL ASSOCIAT  | RECREATIONAL SERVICES            | 612.80    |
| 1906921858 | 20285100  | CORDOVA RECREATION & PARK  | RECREATIONAL SERVICES            | 497.25    |
| 1906921860 | 20285100  | OLGA BORGES                | RECREATIONAL SERVICES            | 400.00    |
| 1906921864 | 20285100  | STEVEN MIRANDA             | RECREATIONAL SERVICES            | 711.10    |
| 1906928838 | 20285100  | JOHN WALTON                | RECREATIONAL SERVICES            | 1,900.00  |
| 1906928866 | 20285100  | ALLGOOD DRIVING SCHOOL     | RECREATIONAL SERVICES            | 49.30     |
| 1906928868 | 20285100  | YMCA OF SUPERIOR CALIFORN  | RECREATIONAL SERVICES            | 448.00    |
| 1906928870 | 20285100  | YMCA OF SUPERIOR CALIFORN  | RECREATIONAL SERVICES            | 714.00    |
| 1906928871 | 20285100  | BRENDAN CHASE              | RECREATIONAL SERVICES            | 3,540.00  |
| 1906928876 | 20285100  | ADRIAAN JANSEN VAN VUUREN  | RECREATIONAL SERVICES            | 1,468.75  |
| 1906928875 | 20285100  | TERRY HOWARD               | RECREATIONAL SERVICES            | 378.00    |
|            |           |                            |                                  | 11,453.30 |
| 1906928745 | 20285200  | US BANK NATIONAL ASSOCIAT  | RECREATIONAL SUPPLIES            | 190.45    |
| 1906935244 | 20285200  | CAPITAL ONE NA             | RECREATIONAL SUPPLIES            | 33.45     |
| 1906928682 | 20285200  | AMERICAN RIVER ACE HARDWA  | RECREATIONAL SUPPLIES            | 75.41     |
|            |           |                            |                                  | 299.31    |
| 110823091  | 20296200  | SACRAMENTO COUNTY PARKING  | QR BILLING JAN-2023 ORANGEVALE F | 5.25      |
| 1906929414 | 30321000  | JAMSAB REALTY CORP         | INTEREST EXPENSE                 | 14,348.75 |
| 1906928839 | 30322000  | C I T TECHNOLOGY FIN SERV  | BOND/LOAN REDEMPTION             | 457.86    |





**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
BUDGET EXPENDITURE DETAIL  
FISCAL YEAR 2022/2023  
JANUARY 2023**

| Account Number | Expenditure Account                     | Budgeted 2022/2023  | Current Expenditures | Expenditures to Date | Funds Available   | % Left     |
|----------------|---|---------------------|----------------------|----------------------|-------------------|------------|
| <b>1000</b>    | <b>SALARIES &amp; EMPLOYEE BENEFITS</b> |                     |                      |                      |                   |            |
| 10111000       | Salaries & Wages, Regular               | 887,000.00          | 67,956.00            | 527,619.51           | 359,380.49        | 41%        |
| 10112100       | Salaries & Wages, Extra Help            | 405,000.00          | 11,026.95            | 256,490.82           | 148,509.18        | 37%        |
| 10112400       | Salaries, Board members                 | 12,000.00           | 700.00               | 4,100.00             | 7,900.00          | 66%        |
| 10121000       | Retirement                              | 285,000.00          | 24,695.34            | 170,630.29           | 114,369.71        | 40%        |
| 10122000       | Social Security                         | 88,000.00           | 6,036.72             | 59,900.00            | 28,100.00         | 32%        |
| 10123000       | Group Insurance                         | 260,720.00          | 19,867.01            | 136,320.82           | 124,399.18        | 48%        |
| 10124000       | Worker's Comp. Ins                      | 49,500.00           |                      | 43,521.24            | 5,978.76          | 12%        |
| 10125000       | Unemployment Insurance                  | 18,000.00           | 1,370.03             | 5,316.38             | 12,683.62         | 70%        |
| 10128000       | Health Care/Retirees                    | 0.00                |                      | -                    | 0.00              | #DIV/0!    |
|                | <b>SUB-TOTAL</b>                        | <b>2,005,220.00</b> | <b>131,652.05</b>    | <b>1,203,899.06</b>  | <b>801,320.94</b> | <b>40%</b> |
| <b>2000</b>    | <b>SERVICES &amp; SUPPLIES</b>          |                     |                      |                      |                   |            |
| 20200500       | Advertise/Legal Notices                 | 2,300.00            | 229.53               | 1,427.77             | 872.23            | 38%        |
| 20202100       | Books/Periodicals/Subscrip              | 2,000.00            | 189.97               | 2,121.86             | (121.86)          | -6%        |
| 20202900       | Business/Conference Expense             | 4,000.00            |                      | 2,284.33             | 1,715.67          | 43%        |
| 20203500       | Education/Training Serv.                | 3,500.00            |                      | 1,010.00             | 2,490.00          | 71%        |
| 20203600       | Education /Training Supplies            | 500.00              |                      | -                    | 500.00            | 100%       |
| 20203700       | Tuition Reimbursement                   | 500.00              |                      | -                    | 500.00            | 100%       |
| 20203800       | Employee Recognition                    | 2,300.00            | 1,356.90             | 1,820.51             | 479.49            | 21%        |
| 20203802       | Recognition Items                       | 500.00              |                      | -                    | 500.00            | 100%       |
| 20203803       | Recognition Events                      | 500.00              |                      | 10.00                | 490.00            | 98%        |
| 20203900       | Employee Transportation                 | 2,800.00            | 132.51               | 1,621.23             | 1,178.77          | 42%        |
| 20205100       | Liability Insurance                     | 121,600.00          |                      | 121,571.00           | 29.00             | 0%         |
| 20205500       | Rental Insurance                        | 2,500.00            |                      | -                    | 2,500.00          | 100%       |
| 20206100       | Membership Dues                         | 14,000.00           |                      | 12,163.74            | 1,836.26          | 13%        |
| 20207600       | Office Supplies                         | 6,500.00            | 265.03               | 2,298.03             | 4,201.97          | 65%        |
| 20207602       | Signs                                   | 500.00              |                      | -                    | 500.00            | 100%       |
| 20207603       | Keys                                    | 350.00              |                      | -                    | 350.00            | 100%       |
| 20208100       | Postal Services                         | 6,500.00            |                      | 2,469.60             | 4,030.40          | 62%        |
| 20208102       | Stamps                                  | 2,000.00            |                      | 180.00               | 1,820.00          | 91%        |
| 20208500       | Printing Services                       | 26,000.00           |                      | 7,467.07             | 18,532.93         | 71%        |
| 20210300       | Agricultural/Horticultural Service      | 500.00              |                      | -                    | 500.00            | 100%       |
| 20210400       | Agricultural/Horticultural Supply       | 1,000.00            |                      | -                    | 1,000.00          | 100%       |
| 20211200       | Building Maint. Supplies                | 500.00              |                      | -                    | 500.00            | 100%       |
| 20212200       | Chemicals                               | 500.00              |                      | -                    | 500.00            | 100%       |
| 20213100       | Electrical Maint. Service               | 400.00              |                      | -                    | 400.00            | 100%       |
| 20213200       | Electrical Maint. Supplies              | 500.00              |                      | -                    | 500.00            | 100%       |
| 20214100       | Land Improv. Maint. Services            | 500.00              |                      | -                    | 500.00            | 100%       |
| 20214200       | Land Improv. Maint. Supplies            | 500.00              |                      | -                    | 500.00            | 100%       |
| 20215100       | Mechanical System Maint. Ser            | 500.00              |                      | -                    | 500.00            | 100%       |
| 20215200       | Mechanical System Maint. Sup            | 500.00              |                      | -                    | 500.00            | 100%       |
| 20216200       | Painting Supplies                       | 500.00              |                      | -                    | 500.00            | 100%       |
| 20216700       | Plumbing Maint. Service                 | 400.00              |                      | -                    | 400.00            | 100%       |
| 20216800       | Plumbing Maint. Supplies                | 500.00              |                      | -                    | 500.00            | 100%       |

| Account Number | Expenditure Account                  | Budgeted 2022/2023 | Current Expenditures | Expenditures to Date | Funds Available   | % Left     |
|----------------|--------------------------------------|--------------------|----------------------|----------------------|-------------------|------------|
| 20218100       | Irrigation Services                  | 500.00             |                      | -                    | 500.00            | 100%       |
| 20218200       | Irrigation Supplies                  | 500.00             |                      | -                    | 500.00            | 100%       |
| 20218500       | Permit Charges                       | 3,000.00           |                      | -                    | 3,000.00          | 100%       |
| 20219100       | Electricity                          | 500.00             |                      | -                    | 500.00            | 100%       |
| 20219200       | Natural Gas / LPG/ Fuel Oil          | 500.00             |                      | -                    | 500.00            | 100%       |
| 20219300       | Refuse Collection / Disposal Service | 500.00             |                      | -                    | 500.00            | 100%       |
| 20219500       | Sewage Disposal Service              | 500.00             |                      | -                    | 500.00            | 100%       |
| 20219700       | Telephone Service                    | 13,000.00          | 1,366.47             | 8,514.38             | 4,485.62          | 35%        |
| 20219800       | Water                                | 1,000.00           |                      | -                    | 1,000.00          | 100%       |
| 20219900       | Telephone System Maint.              | 500.00             |                      | -                    | 500.00            | 100%       |
| 20220500       | Automotive Maint. Service            | 500.00             |                      | -                    | 500.00            | 100%       |
| 20220600       | Automotive Maint. Supplies           | 500.00             |                      | -                    | 500.00            | 100%       |
| 20221200       | Construction Equip Maint Sup         | 500.00             |                      | -                    | 500.00            | 100%       |
| 20222600       | Expendable Tools                     | 500.00             |                      | -                    | 500.00            | 100%       |
| 20223600       | Fuel & Lubricants                    | 500.00             |                      | -                    | 500.00            | 100%       |
| 20226100       | Office Equip Maint Service           | 1,000.00           |                      | -                    | 1,000.00          | 100%       |
| 20226200       | Office Equip Maint Supplies          | 3,500.00           | 109.10               | 925.53               | 2,574.47          | 74%        |
| 20227500       | Rents/Leases Equipment               | 500.00             |                      | -                    | 500.00            | 100%       |
| 20228100       | Shop Equip Maint Service             | 500.00             |                      | -                    | 500.00            | 100%       |
| 20228200       | Shop Equip Maint Supplies            | 500.00             |                      | -                    | 500.00            | 100%       |
| 20229100       | Other Equip Maint Service            | 500.00             |                      | -                    | 500.00            | 100%       |
| 20229200       | Other Equip Maint Supplies           | 500.00             |                      | -                    | 500.00            | 100%       |
| 20231400       | Clothing/Personal Supplies           | 2,000.00           |                      | -                    | 2,000.00          | 100%       |
| 20232100       | Custodial Services                   | 1,000.00           |                      | -                    | 1,000.00          | 100%       |
| 20232200       | Custodial Supplies                   | 1,000.00           |                      | -                    | 1,000.00          | 100%       |
| 20244300       | Medical Services                     | 200.00             |                      | 157.36               | 42.64             | 21%        |
| 20250500       | Accounting Services                  | 7,000.00           |                      | -                    | 7,000.00          | 100%       |
| 20250700       | Assessment/Collection Service        | 19,500.00          | 8,316.20             | 8,661.20             | 10,838.80         | 56%        |
| 20252500       | Engineering Services                 | 26,000.00          |                      | 16,205.70            | 9,794.30          | 38%        |
| 20253100       | Legal Services                       | 20,000.00          |                      | -                    | 20,000.00         | 100%       |
| 20256200       | Transcribing Services                | 0.00               |                      | -                    | 0.00              | #DIV/0!    |
| 20257100       | Security Services                    | 4,500.00           | 175.00               | 1,051.00             | 3,449.00          | 77%        |
| 20259100       | Other Professional Services          | 75,000.00          |                      | 2,218.50             | 72,781.50         | 97%        |
| 20259101       | Computer Consultants                 | 14,500.00          | 1,128.00             | 7,363.00             | 7,137.00          | 49%        |
| 20281201       | PC Hardware                          | 7,000.00           | 17.27                | 189.65               | 6,810.35          | 97%        |
| 20281202       | PC Software                          | 7,000.00           | 498.00               | 2,146.40             | 4,853.60          | 69%        |
| 20281203       | PC Supplies                          | 2,000.00           |                      | -                    | 2,000.00          | 100%       |
| 20281900       | Elections                            | 34,000.00          |                      | 29,106.90            | 4,893.10          | 14%        |
| 20285100       | Recreational Services                | 148,000.00         | 11,977.30            | 92,599.15            | 55,400.85         | 37%        |
| 20285200       | Recreational Supplies                | 37,000.00          | 299.31               | 12,904.53            | 24,095.47         | 65%        |
| 20289800       | Other Operating Exp - Supplies       | 2,000.00           |                      | -                    | 2,000.00          | 100%       |
| 20289900       | Other Operating Exp - Services       | 2,000.00           |                      | -                    | 2,000.00          | 100%       |
| 20291100       | System Development Services          | 3,000.00           |                      | 3,215.49             | (215.49)          | -7%        |
| 20296200       | GS Parking Charges                   | 200.00             | 5.25                 | 52.50                | 147.50            | 74%        |
|                | <b>SUB-TOTAL</b>                     | <b>648,550.00</b>  | <b>26,065.84</b>     | <b>341,756.43</b>    | <b>306,793.57</b> | <b>47%</b> |
| <b>3000</b>    | <b>OTHER CHARGES</b>                 |                    |                      |                      |                   |            |
| 30321000       | Interest Expense                     | 29,100.00          | 14,348.75            | 29,006.25            | 93.75             | 0%         |
| 30322000       | Bond/Loan Redemption                 | 44,200.00          | 20,112.86            | 41,262.51            | 2,937.49          | 7%         |
| 30345000       | Taxes/Licenses/Assess Trans          | 1,600.00           |                      | 1,211.46             | 388.54            | 24%        |
|                | <b>SUB-TOTAL</b>                     | <b>74,900.00</b>   | <b>34,461.61</b>     | <b>71,480.22</b>     | <b>3,419.78</b>   | <b>5%</b>  |

| Account Number | Expenditure Account               | Budgeted 2022/2023  | Current Expenditures | Expenditures to Date | Funds Available     | % Left     |
|----------------|-----------------------------------|---------------------|----------------------|----------------------|---------------------|------------|
| <b>4000</b>    | <b>FIXED ASSETS</b>               |                     |                      |                      |                     |            |
| 41410100       | Land                              | 0.00                |                      | -                    | 0.00                |            |
| 42420200       | Struc. & Improvements             | 720,000.00          |                      | 55,822.47            | 664,177.53          | 92%        |
| 43430300       | Vehicles/Equipment                | 50,000.00           |                      | 1,000.00             | 49,000.00           | 98%        |
|                | <b>SUB-TOTAL</b>                  | <b>770,000.00</b>   | <b>-</b>             | <b>56,822.47</b>     | <b>713,177.53</b>   | <b>93%</b> |
| <b>5000</b>    | <b>INTERFUND CHARGES</b>          |                     |                      |                      |                     |            |
| 50557100       | Fingerprinting Service            | 2,200.00            |                      | 1,664.00             | 536.00              | 24%        |
|                | <b>SUB-TOTAL</b>                  | <b>2,200.00</b>     | <b>-</b>             | <b>1,664.00</b>      | <b>536.00</b>       | <b>24%</b> |
| 79790100       | <i>Contingency Appropriations</i> | 0.00                |                      | -                    | 0.00                | 0%         |
|                | <i>Deposit into Reserves</i>      | 0.00                |                      | -                    | 0.00                | 0%         |
|                | <b>GRAND TOTAL</b>                | <b>3,500,870.00</b> | <b>192,179.50</b>    | <b>1,675,622.18</b>  | <b>1,825,247.82</b> | <b>52%</b> |

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
REVENUE STATEMENT  
FISCAL YEAR 2022/2023  
JANUARY 2023**

| Account Number | Revenue Account                          | 2022/2023 Budgeted Revenue | Realized This Period | Collection YTD Balance | YTD Uncollected Balance | % Collected   |
|----------------|--|----------------------------|----------------------|------------------------|-------------------------|---------------|
| 91910100       | Prop. Taxes - Current Secured            | 1,600,685                  | 884,395.69           | 884,395.69             | 716,289.31              | 55.25%        |
| 91910200       | Prop. Taxes - Current Unsecured          | 54,400                     | 53,344.09            | 53,343.87              | 1,056.13                | 98.06%        |
| 91910300       | Supplemental Taxes Current               | 38,400                     | 20,003.82            | 20,003.82              | 18,396.18               | 52.09%        |
| 91910400       | Prop. Taxes Sec. Delinquent              | 12,605                     |                      | 9,745.19               | 2,859.81                | 77.31%        |
| 91910500       | Prop. Taxes Supp. Delinq.                | 1,945                      |                      | 3,724.09               | -1,779.09               | 191.47%       |
| 91910600       | Unitary Current Secured                  | 14,500                     | 8,498.46             | 8,498.46               | 6,001.54                | 58.61%        |
| 91910800       | Prior Year Supple-Delinq                 | -                          |                      | 0.00                   | 0.00                    |               |
| 91910900       | Education Rev. Augment. Fund             | -                          |                      | 0.00                   | 0.00                    |               |
| 91911000       | Prop. Tax - Sec. Delinq. Roll            | -                          |                      | 0.00                   | 0.00                    |               |
| 91912000       | Prop. Tax - Sec. Redemption              | 140                        |                      | 0.00                   | 140.00                  |               |
| 91913000       | Prop. Tax Prior - Unsecured              | 1,105                      | 412.15               | 412.15                 | 692.85                  | 37.30%        |
| 91914000       | Penalty Costs - Prop. Tax                | 500                        | 233.50               | 239.70                 | 260.30                  | 47.94%        |
| 91919900       | Taxes - Other                            | -                          |                      | 0.00                   | 0.00                    |               |
|                | <b>SUB-TOTAL TAXES 9100</b>              | <b>1,724,280</b>           | <b>966,887.71</b>    | <b>980,362.97</b>      | <b>743,917.03</b>       | <b>56.86%</b> |
| 94941000       | Interest Income                          | 14,000                     | 4,573.00             | 4,573.00               | 9,427.00                | 32.66%        |
| 94942900       | Building Rental Other                    | 125,000                    | 12,551.86            | 76,975.57              | 48,024.43               | 61.58%        |
| 94943900       | Cell Tower Leases                        | 48,500                     | 3,958.17             | 27,707.19              | 20,792.81               | 57.13%        |
| 94944800       | Rec.Concessions Final 9                  | 21,000                     | 550.00               | 11,492.12              | 9,507.88                | 54.72%        |
| 94945900       | Other Vending Devices                    | -                          |                      | 0.00                   | 0.00                    |               |
| 94949000       | Concessions - Other                      | -                          |                      | 0.00                   | 0.00                    |               |
| 95952200       | Homeowner Prop. Tax Relief               | 14,000                     | 4,362.52             | 6,232.17               | 7,767.83                | 44.52%        |
| 95952900       | In-Lieu Taxes                            | 220,000                    |                      | 0.00                   | 220,000.00              |               |
| 95959504       | Fiscal Relief for Independent Special Di | -                          |                      | 0.00                   | 0.00                    |               |
| 95956900       | State Aid - Other Misc. Programs         | -                          |                      | 0.00                   | 0.00                    |               |
| 96963313       | Miscellaneous Fees                       | 1,000                      |                      | 1,303.10               | -303.10                 | 130.31%       |
| 96964600       | Recreation Service Charges               | 550,000                    | 60,107.08            | 215,215.21             | 334,784.79              | 39.13%        |
| 96969700       | Security Services                        | 1,000                      |                      | 0.00                   | 1,000.00                | 0.00%         |
| 96969903       | Sponsorships/Scholarships                | -                          |                      | 0.00                   | 0.00                    |               |
| 97973000       | Donations & Contributions                | 2,000                      |                      | 1,275.00               | 725.00                  | 63.75%        |
| 97973200       | Recreation Contributions                 | -                          |                      | 0.00                   | 0.00                    |               |
| 97973300       | Orangevale Clubs                         | -                          |                      | 0.00                   | 0.00                    |               |
| 97974000       | Insurance Proceeds                       | 900                        |                      | 140.95                 | 759.05                  | 15.66%        |
| 97979000       | Revenue - Other                          | 1,500                      |                      | 1,941.24               | -441.24                 | 129.42%       |
|                | <b>SUB-TOTAL OTHER MISC. INCOME</b>      | <b>998,900</b>             | <b>86,102.63</b>     | <b>346,855.55</b>      | <b>652,044.45</b>       | <b>34.72%</b> |
|                | <b>TOTAL BUDGET AMOUNT</b>               | <b>2,723,180</b>           | <b>1,052,990.34</b>  | <b>1,327,218.52</b>    | <b>1,395,961.48</b>     | <b>48.74%</b> |

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
JANUARY 31, 2023

| CLAIM #    | ACCOUNT # | VENDOR                    | DESCRIPTION                        | AMOUNT          |
|------------|-----------|---------------------------|------------------------------------|-----------------|
| 1906928837 | 20207600  | BURKETTS OFFICE SUPPLY IN | OFFICE SUPPLIES                    | 160.95          |
| 1906918526 | 20210300  | NORTHERN CALIFORNIA INALL | AGRICULTURAL/HORTICULTURAL SERVICE | 412.50          |
| 1906918517 | 20211200  | AMERICAN RIVER ACE HARDWA | BUILDING MAINTENANCE SUPPLIES/MATE | 328.27          |
| 1906918581 | 20211200  | HD SUPPLY FACILITIES MAIN | BUILDING MAINTENANCE SUPPLIES/MATE | 8.16            |
| 1906928834 | 20211200  | W W GRAINGER              | BUILDING MAINTENANCE SUPPLIES/MATE | 733.61          |
| 1906928834 | 20211200  | W W GRAINGER              | TAX ACCRUAL                        | 0.01            |
| 1906935445 | 20211200  | LOWES BUSINESS ACCOUNT    | BUILDING MAINTENANCE SUPPLIES/MATE | 507.98          |
| 1906928836 | 20211200  | HD SUPPLY FACILITIES MAIN | BUILDING MAINTENANCE SUPPLIES/MATE | 1,067.79        |
| 1906928682 | 20211200  | AMERICAN RIVER ACE HARDWA | BUILDING MAINTENANCE SUPPLIES/MATE | 199.15          |
|            |           |                           |                                    | <b>2,844.97</b> |
| 1906918538 | 20212200  | LESLIES POOLMART INC      | CHEMICAL SUPPLIES                  | 224.00          |
| 1906928682 | 20213200  | AMERICAN RIVER ACE HARDWA | ELECTRICAL MAINTENANCE SUPPLIES    | 60.32           |
| 1906918523 | 20214100  | EASYSTUMPS TREE SERVICES  | LAND IMPROVEMENT MAINTENANCE SER   | 4,000.00        |
| 1906921852 | 20214200  | LOWES BUSINESS ACCOUNT    | LAND IMPROVEMENT MAINTENANCE SUP   | 463.14          |
| 1906918517 | 20214200  | AMERICAN RIVER ACE HARDWA | LAND IMPROVEMENT MAINTENANCE SUP   | 49.39           |
| 1906928778 | 20214200  | NELSONS BUILDING MAINTENA | LAND IMPROVEMENT MAINTENANCE SUP   | 999.22          |
| 1906928782 | 20214200  | DOGPOOPBAGS COM LLC       | LAND IMPROVEMENT MAINTENANCE SUP   | 1,638.58        |
| 1906928782 | 20214200  | DOGPOOPBAGS COM LLC       | TAX ACCRUAL                        | 105.69          |
| 1906935445 | 20214200  | LOWES BUSINESS ACCOUNT    | LAND IMPROVEMENT MAINTENANCE SUP   | 341.65          |
| 1906928682 | 20214200  | AMERICAN RIVER ACE HARDWA | LAND IMPROVEMENT MAINTENANCE SUP   | 89.12           |
|            |           |                           |                                    | <b>3,686.79</b> |
| 1906918517 | 20216200  | AMERICAN RIVER ACE HARDWA | PAINTING SUPPLIES                  | 23.14           |
| 1906928836 | 20216200  | HD SUPPLY FACILITIES MAIN | PAINTING SUPPLIES                  | 19.16           |
|            |           |                           |                                    | <b>42.30</b>    |
| 1906918517 | 20216800  | AMERICAN RIVER ACE HARDWA | PLUMBING MAINTENANCE SUPPLIES      | 21.54           |
| 1906921852 | 20218200  | LOWES BUSINESS ACCOUNT    | IRRIGATION SUPPLIES                | 97.43           |
| 1906928759 | 20218200  | SITEONE LANDSCAPE SUPPLY  | IRRIGATION SUPPLIES                | 1,765.96        |
|            |           |                           |                                    | <b>1,863.39</b> |
| 1906929410 | 20219100  | SMUD                      | ELECTRICITY                        | 4,503.94        |
| 1906931601 | 20219200  | PACIFIC GAS AND ELECTRIC  | NATURAL GAS/LPG/FUEL OIL           | 4,193.60        |
| 1906929408 | 20219300  | ALLIED WASTE SERVICES OF  | REFUSE COLLECTION/DISPOSAL SERVICE | 1,733.31        |
| 1906918530 | 20219500  | UNITED SITE SERVICES OF C | SEWAGE DISPOSAL SERVICES           | 201.75          |
| 1906935432 | 20219500  | COUNTY OF SACRAMENTO      | SEWAGE DISPOSAL                    | 819.46          |
| 1300827963 | 20219500  | UNITED SITE SERVICES OF C | SEWAGE DISPOSAL REIMBURSEMENT      | -205.67         |
|            |           |                           |                                    | <b>815.54</b>   |
| 1906928745 | 20219800  | US BANK NATIONAL ASSOCIAT | WATER                              | 42.14           |
| 1906935255 | 20219800  | ORANGEVALE WATER COMPANY  | WATER                              | 2,375.53        |
|            |           |                           |                                    | <b>2,417.67</b> |
| 1906928745 | 20220500  | US BANK NATIONAL ASSOCIAT | AUTO MAINTENANCE SERVICES          | 45.00           |
| 1906918592 | 20220600  | GENERAL PARTS DISTRIBUTIO | AUTO MAINTENANCE SUPPLIES          | 1,221.13        |
| 1906918537 | 20220600  | GENUINE PARTS CO          | AUTO MAINTENANCE SUPPLIES          | 46.30           |
| 1906928785 | 20220600  | GENERAL PARTS DISTRIBUTIO | AUTO MAINTENANCE SUPPLIES          | 93.73           |

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
JANUARY 31, 2023

|            |          |                           |                                  |                 |
|------------|----------|---------------------------|----------------------------------|-----------------|
| 1906928682 | 20220600 | AMERICAN RIVER ACE HARDWA | AUTO MAINTENANCE SUPPLIES        | 27.63           |
|            |          |                           |                                  | <b>1,388.79</b> |
| 1906928745 | 20223600 | US BANK NATIONAL ASSOCIAT | FUEL/LUBRICANTS                  | 1,751.56        |
| 1906918520 | 20227500 | PLACER EQUIPMENT RENTALS  | RENT/LEASE EQUIPMENT             | 172.83          |
| 1906918517 | 20228200 | AMERICAN RIVER ACE HARDWA | SHOP EQUIPMENT MAINTENANCE SUPPL | 176.54          |
| 1906928682 | 20228200 | AMERICAN RIVER ACE HARDWA | SHOP EQUIPMENT MAINTENANCE SUPPL | 115.55          |
|            |          |                           |                                  | <b>292.09</b>   |
| 1906921855 | 20231400 | UNIFIRST CORPORATION      | CLOTHING/PERSONAL SUPPLIES       | 313.23          |
| 1906921855 | 20232200 | UNIFIRST CORPORATION      | CUSTODIAL SUPPLIES               | 106.68          |
| 1906918581 | 20232200 | HD SUPPLY FACILITIES MAIN | CUSTODIAL SUPPLIES               | 306.26          |
| 1906928776 | 20232200 | MOMAR INC                 | CUSTODIAL SUPPLIES               | 506.84          |
| 1906928837 | 20232200 | BURKETTS OFFICE SUPPLY IN | CUSTODIAL SUPPLIES               | 504.37          |
| 1906928825 | 20232200 | STATE INDUSTRIAL PRODUCTS | CUSTODIAL SUPPLIES               | 670.04          |
| 1906928836 | 20232200 | HD SUPPLY FACILITIES MAIN | CUSTODIAL SUPPLIES               | 1,054.16        |
|            |          |                           |                                  | <b>3,148.35</b> |
| 1906918535 | 20257100 | FULTON-EL CAMINO REC & PA | SECURITY SERVICES                | 1,206.00        |
| 1906918540 | 20259100 | NEIGHBORLY PEST MANAGEMEN | OTHER PROFESSIONAL SERVICES      | 169.00          |
| 1906918579 | 20259100 | NEIGHBORLY PEST MANAGEMEN | OTHER PROFESSIONAL SERVICES      | 86.00           |
|            |          |                           |                                  | <b>255.00</b>   |
| 1906928745 | 30345000 | US BANK NATIONAL ASSOCIAT | TAX/LICENSE/ASSESSMENT TRANS     | 60.00           |
|            |          |                           |                                  |                 |
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|            |          |                           |                                  |                 |

**ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2022/2023**  
**JANUARY 2023**

| Account Number | Expenditure Account                  | Budgeted 2022/2023 | Current Expenditure | Expenditures to Date | Funds Available | % Left  |
|----------------|--------------------------------------|--------------------|---------------------|----------------------|-----------------|---------|
| <b>2000</b>    | <b>SERVICES &amp; SUPPLIES</b>       |                    |                     |                      |                 |         |
| 20203500       | Education/Training Service           | 3,000.00           |                     | 1,234.50             | 1,765.50        | 59%     |
| 20206100       | Membership Dues                      | 800.00             |                     | -                    | 800.00          | 100%    |
| 20207600       | Office Supplies                      | 500.00             | 160.95              | 204.20               | 295.80          | 59%     |
| 20207602       | Signs                                | 1,000.00           |                     | 1,171.00             | (171.00)        | -17%    |
| 20207603       | Keys                                 | 1,000.00           |                     | 170.21               | 829.79          | 83%     |
| 20210300       | Agricultural/Horticultural Service   | 12,500.00          | 412.50              | 2,550.00             | 9,950.00        | 80%     |
| 20210400       | Agricultural/Horticultural Supply    | 12,000.00          |                     | 6,545.81             | 5,454.19        | 45%     |
| 20211200       | Building Maint. Supplies             | 8,500.00           | 2,844.97            | 6,435.55             | 2,064.45        | 24%     |
| 20212200       | Chemicals                            | 30,000.00          | 224.00              | 19,916.39            | 10,083.61       | 34%     |
| 20213100       | Electrical Maint. Service            | 4,500.00           |                     | -                    | 4,500.00        | 100%    |
| 20213200       | Electrical Maint. Supplies           | 2,000.00           | 60.32               | 266.63               | 1,733.37        | 87%     |
| 20214100       | Land Improv. Maint. Service          | 47,500.00          | 4,000.00            | 4,000.00             | 43,500.00       | 92%     |
| 20214200       | Land Improv. Maint. Supplies         | 34,500.00          | 3,686.79            | 14,312.33            | 20,187.67       | 59%     |
| 20215100       | Mechanical System Maint. Ser         | 9,500.00           |                     | -                    | 9,500.00        | 100%    |
| 20215200       | Mechanical System Maint. Sup         | 3,000.00           |                     | 120.66               | 2,879.34        | 96%     |
| 20216200       | Painting Supplies                    | 1,500.00           | 42.30               | 151.23               | 1,348.77        | 90%     |
| 20216700       | Plumbing Maint. Service              | 1,000.00           |                     | -                    | 1,000.00        | 100%    |
| 20216800       | Plumbing Maint. Supplies             | 2,500.00           | 21.54               | 218.66               | 2,281.34        | 91%     |
| 20218100       | Irrigation Service                   | 2,000.00           |                     | -                    | 2,000.00        | 100%    |
| 20218200       | Irrigation Supplies                  | 16,000.00          | 1,863.39            | 4,909.98             | 11,090.02       | 69%     |
| 20218500       | Permit Charges                       | 4,000.00           |                     | 1,527.00             | 2,473.00        | 62%     |
| 20219100       | Electricity                          | 70,000.00          | 4,503.94            | 41,003.17            | 28,996.83       | 41%     |
| 20219200       | Natural Gas / LPG/ Fuel Oil          | 24,000.00          | 4,193.60            | 7,619.03             | 16,380.97       | 68%     |
| 20219300       | Refuse Collection / Disposal Service | 23,500.00          | 1,733.31            | 11,953.61            | 11,546.39       | 49%     |
| 20219500       | Sewage Disposal Service              | 14,200.00          | 815.54              | 7,386.77             | 6,813.23        | 48%     |
| 20219700       | Telephone System                     | 1,500.00           |                     | -                    | 1,500.00        | 100%    |
| 20219800       | Water                                | 66,000.00          | 2,417.67            | 48,886.75            | 17,113.25       | 26%     |
| 20219900       | Telephone System Maintenance         | 2,000.00           |                     | 1,332.00             | 668.00          | 33%     |
| 20220500       | Auto Maintenance Service             | 5,000.00           | 45.00               | 1,704.47             | 3,295.53        | 66%     |
| 20220600       | Auto Maintenance Supplies            | 5,000.00           | 1,388.79            | 3,156.26             | 1,843.74        | 37%     |
| 20221200       | Construction Equip. Maint. Sup.      | 500.00             |                     | 18.31                | 481.69          | 96%     |
| 20222600       | Expendable Tools                     | 3,000.00           |                     | -                    | 3,000.00        | 100%    |
| 20223600       | Fuel & Lubricants                    | 21,000.00          | 1,751.56            | 17,172.01            | 3,827.99        | 18%     |
| 20227500       | Rent/Lease Equipment                 | 4,000.00           | 172.83              | 211.99               | 3,788.01        | 95%     |
| 20228100       | Shop Equip. Maint. Service           | 1,500.00           |                     | 581.15               | 918.85          | 61%     |
| 20228200       | Shop Equip. Maint. Supplies          | 7,500.00           | 292.09              | 3,665.51             | 3,834.49        | 51%     |
| 20229100       | Other Equip. Maint. Service          | 1,500.00           |                     | 858.90               | 641.10          | 43%     |
| 20229200       | Other Equip. Maint. Supplies         | 3,000.00           |                     | 1,201.53             | 1,798.47        | 60%     |
| 20231400       | Clothing/Personal Supplies           | 3,500.00           | 313.23              | 1,560.89             | 1,939.11        | 55%     |
| 20232100       | Custodial Service                    | 0.00               |                     | -                    | 0.00            | #DIV/0! |
| 20232200       | Custodial Supplies                   | 19,500.00          | 3,148.35            | 7,521.28             | 11,978.72       | 61%     |
| 20250500       | Accounting Services                  | 3,000.00           |                     | -                    | 3,000.00        | 100%    |
| 20252500       | Engineering Services                 | 15,100.00          |                     | 8,255.22             | 6,844.78        | 45%     |
| 20253100       | Legal Services                       | 10,000.00          |                     | 2,403.00             | 7,597.00        | 76%     |
| 20257100       | Security Services                    | 23,000.00          | 1,206.00            | 12,030.78            | 10,969.22       | 48%     |
| 20259100       | Other Professional Services          | 38,000.00          | 255.00              | 18,739.93            | 19,260.07       | 51%     |
| 20289800       | Other Operating Expenses Sup.        | 3,000.00           |                     | -                    | 3,000.00        | 100%    |

| <b>Account Number</b> | <b>Expenditure Account</b>  | <b>Budgeted 2022/2023</b> | <b>Current Expenditure</b> | <b>Expenditures to Date</b> | <b>Funds Available</b> | <b>% Left</b> |
|-----------------------|-----------------------------|---------------------------|----------------------------|-----------------------------|------------------------|---------------|
|                       | <b>SUB-TOTAL</b>            | <b>565,600.00</b>         | <b>35,553.67</b>           | <b>260,996.71</b>           | <b>304,603.29</b>      | <b>54%</b>    |
| <b>3000</b>           | <b>OTHER CHARGES</b>        |                           |                            |                             |                        |               |
| 30321000              | Interest Expense            | 0.00                      |                            | -                           | 0.00                   | 0%            |
| 30322000              | Bond/Loan Redemption        | 0.00                      |                            | -                           | 0.00                   | 0%            |
| 30345000              | Taxes/Licenses/Assess Trans | 1,300.00                  | 60.00                      | 60.00                       | 1,240.00               | 95%           |
|                       | <b>SUB-TOTAL</b>            | <b>1,300.00</b>           | <b>60.00</b>               | <b>60.00</b>                | <b>1,240.00</b>        | <b>95%</b>    |
| <b>4000</b>           | <b>FIXED ASSETS</b>         |                           |                            |                             |                        |               |
| 42420200              | Struc. & Improvements       | 328,000.00                |                            | 195.37                      | 327,804.63             | 100%          |
| 43430300              | Equipment                   | 0.00                      |                            | -                           | 0.00                   | #DIV/0!       |
|                       | <b>SUB-TOTAL</b>            | <b>328,000.00</b>         | <b>-</b>                   | <b>195.37</b>               | <b>327,804.63</b>      | <b>100%</b>   |
|                       | <b>GRAND TOTAL</b>          | <b>894,900.00</b>         | <b>35,613.67</b>           | <b>261,252.08</b>           | <b>633,647.92</b>      | <b>71%</b>    |





**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2022/2023**  
**JANUARY 2023**

| <b>Account Number</b> | <b>Expenditure Account</b>          | <b>Budgeted 2022/2023</b> | <b>Current Expenditures</b> | <b>Expenditures to Date</b> | <b>Funds Available</b> | <b>% Left</b> |
|-----------------------|-------------------------------------|---------------------------|-----------------------------|-----------------------------|------------------------|---------------|
| <b>2000</b>           | <b>SERVICES &amp; SUPPLIES</b>      |                           |                             |                             |                        |               |
| 20200500              | Advertise/Legal Notices             | 500.00                    |                             | -                           | 500.00                 | 100%          |
| 20207600              | Office Supplies                     | 100.00                    |                             | -                           | 100.00                 | 100%          |
| 20207602              | Signs                               | 50.00                     |                             | -                           | 50.00                  | 100%          |
| 20210300              | Agricultural/Horticultural Service  | 500.00                    |                             | -                           | 500.00                 | 100%          |
| 20210400              | Agricultural/Horticultural Supplies | 80.00                     |                             | -                           | 80.00                  | 100%          |
| 20219800              | Water                               | 750.00                    | 41.60                       | 455.05                      | 294.95                 | 39%           |
| 20223600              | Fuel & Lubricants                   | 800.00                    |                             | -                           | 800.00                 | 100%          |
| 20250500              | Accounting Services                 | 600.00                    |                             | -                           | 600.00                 | 100%          |
| 20252500              | Engineering Services                | 1,000.00                  |                             | 1,000.00                    | 0.00                   | 0%            |
| 20253100              | Legal Services                      | 100.00                    |                             | -                           | 100.00                 | 100%          |
| 20256200              | Transcribing Services               | 0.00                      |                             | -                           | 0.00                   | #DIV/0!       |
| 20259100              | Other Professional Services         | 500.00                    |                             | -                           | 500.00                 | 100%          |
| 20289900              | Other Operating Exp - Services      | 452.00                    |                             | -                           | 452.00                 | 100%          |
| 20291500              | COMPASS Costs                       | 150.00                    |                             | -                           | 150.00                 | 100%          |
| 20296200              | GS Parking Charges                  | 0.00                      |                             | -                           | 0.00                   | #DIV/0!       |
|                       | <b>SUB-TOTAL</b>                    | <b>5,582.00</b>           | <b>41.60</b>                | <b>1,455.05</b>             | <b>4,126.95</b>        | <b>74%</b>    |
| <b>4000</b>           | <b>FIXED ASSETS</b>                 |                           |                             |                             |                        |               |
| 42420200              | Struc. & Improvements               | 0.00                      |                             | -                           | 0.00                   | 0%            |
|                       | <b>SUB-TOTAL</b>                    | <b>0.00</b>               | <b>-</b>                    | <b>-</b>                    | <b>0.00</b>            | <b>0%</b>     |
|                       | <b>GRAND TOTAL</b>                  | <b>5,582.00</b>           | <b>41.60</b>                | <b>1,455.05</b>             | <b>4,126.95</b>        | <b>74%</b>    |



**ORANGEVALE RECREATION & PARK DISTRICT  
POLICY COMMITTEE MEETING RECAP  
THURSDAY, FEBRUARY 3, 2023  
9:30 AM**

**MEETING LOCATION:  
District Office – Meeting Room  
6826 Hazel Avenue Orangevale, CA 95662**

**1. CALL TO ORDER**

*The meeting was called to order at 9:30 a.m. by Director Montes.*

*Roll call: Director Montes, Director Meraz, Administrator Ross, Finance/HR Superintendent Von Aesch, Rec Supervisor Bain, Admin Supervisor Woodford*

**2. PUBLIC DISCUSSION**

Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.

*No members of the public were present.*

**3. RECAP MINUTES FROM 12/15/22 MEETING**

*Director Montes opened the meeting by viewing the recap from the December 2022 meeting and confirming all items have been addressed or will be in this meeting. The recap minutes were accepted.*

**4. UNFINISHED BUSINESS**

A. Review the updated draft of our 2023 Personnel Policy Manual reflecting suggested changes discussed at the 12/15/22 committee meeting.

*The meeting continued with Administrator Ross explaining that the Committee's requests for clarification in the Employee Manual was complete. Finance/HR Superintendent Von Aesch passed out pages showing updated language to include prohibiting staff from being impaired by any substance while operating District equipment or driving a District vehicle. She further provided the pages showing three mid-year updates for the new manual. They include a Board approved Catastrophic Leave Program and clarifying policies regarding approval for overtime and proper travel and reimbursement practices. Lastly, Finance/HR Superintendent Von Aesch reviewed the 2023 Mandated Reporter law specifying that with or without intent, the failure to report is a misdemeanor. The Directors agreed to send the revised manual before the full Board of Directors at the February meeting.*

B. Discuss the feasibility of a 9/80 work schedule for District staff.

*Administrator Ross updated the Directors that discussions and research had been conducted to ascertain if a 9/80 schedule would work for any of the three divisions: Recreation, Parks, and Administration. He reported it was determined that the staff schedules for both the Recreation and Parks divisions varied too greatly and a 9/80 schedule would create too many challenges for proper staff coverage. Administrator Ross said that the Administration staff schedules are consistent and there is adequate coverage to allow a 9/80 schedule to work effectively.*

*Director Montes stated that she trusted the staff to manage and make sound decisions about schedules. Director Meraz agreed that this is a management decision, and the Board should not*

*be micro-managing. Directors Montes and Meraz would like this to be presented to the full Board as an informational item so that they are aware, but not an action item. Administrator Ross expressed his appreciation for their trust in staff, but also expressed how helpful it was to have received their input on this topic based on their personal experience working with a 9/80 schedule. Administrator Ross and Superintendent Von Aesch explained that they will implement an application process for those wishing to change to a 9/80 schedule, and implement a policy stating that this 9/80 option can be revoked by the District Administrator if deemed to be best for the District.*

5. **NEW BUSINESS**

A. Discuss adjusting public office hours by one half hour:

- from our current schedule of 8:30am–5:00pm to 8:30am–4:30pm

*Administrator Ross informed the Committee that the end of many workdays is challenging for the staff to complete tasks and prep for the next day by their scheduled ending time. Research shows that six surrounding Rec & Park Districts have open office hours ranging from 6 to 9 hours per day with the average being 7.7 hours. As OVparks' hours are 8.5, staff recommends shortening the ending time from 5:00 pm to 4:30 pm. He explained that with the increase of online information and registration, these hours would still be enough to continue providing excellent service our public. The Director's appreciated the information and repeated that they trust the staff to manage the office hours. They would like this to be presented to the full Board as an informational item so that they are aware, but not an action item. Administrator Ross stated that we will post the new public office hours online and at the Community Center for about a month and begin the new hours the first week in March.*

6. **DIRECTOR'S AND STAFF'S COMMENTS**

7. **ITEMS FOR NEXT AGENDA**

8. **ADJOURNMENT**

*The meeting was adjourned at 9:53 a.m.*

# STAFF REPORT



DATE: 2-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – JANUARY 2023**

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## ADMINISTRATION

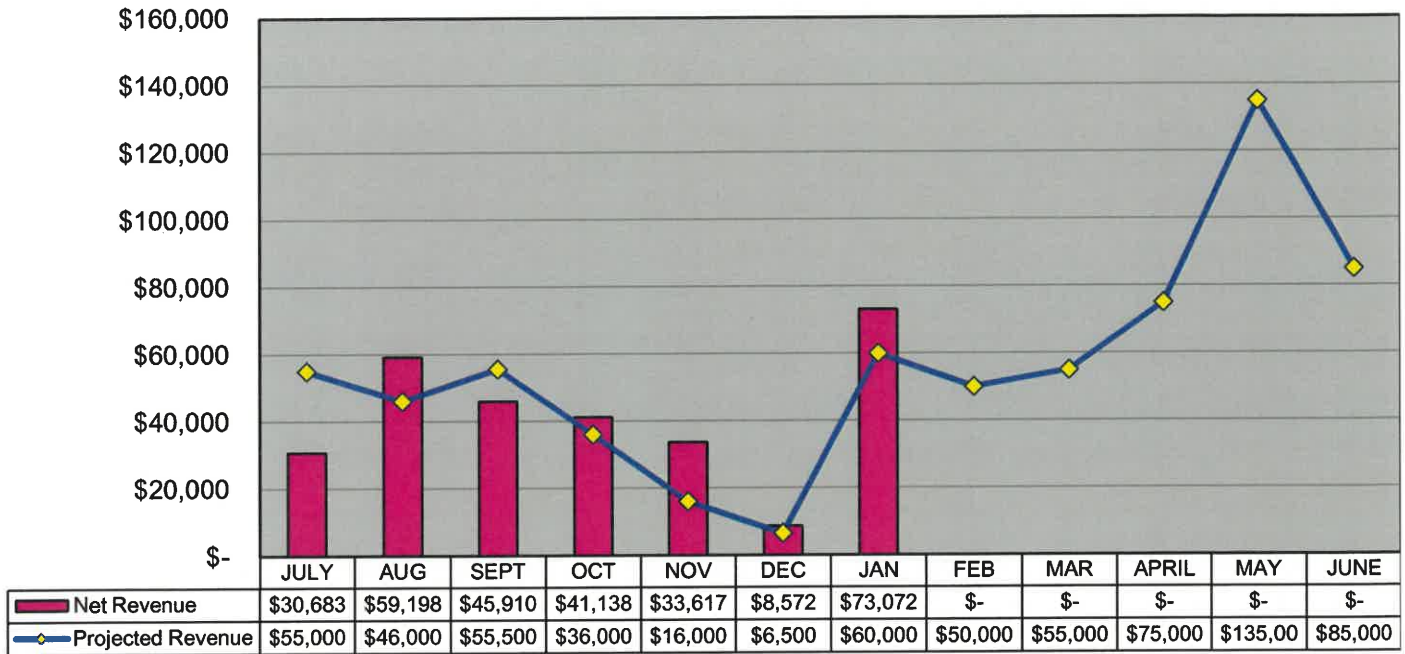
- The severe storms began on December 31 and continued for three consecutive weekends. The District lost 20 mature trees and suffered damage to a parking lot and two fences. Flooded creeks and saturated grounds forced the closure of Shady Oaks Disc Golf Course for five days along with the closure of three parks for two days. The Community Center and new property Building #2 experienced water intrusion that staff has noted and will diagnose the cause. Staff is preparing the insurance claim that will cover most of the staff time for storm cleanup, tree removal by contractors, parking lot repairs, and most of the fence repairs.
- On January 11, Administrator Ross and Superintendent Von Aesch met with Jeff Land, Executive Director of Public Finance for Brandis Tallman (Oppenheimer & Co.). The purpose of our meeting was to discuss the Inflation Reduction Act and how funding may become available to the District for public infrastructure. Mr. Land will attend and provide a presentation at our March 16 Board of Directors meeting to explain the potential benefits to OVparks.
- On January 18, Administrator Ross and Supervisor Woodford met with Jennifer Tremble of InnovAge PACE to learn about their expanding services for aging adults and how those services can be available to residents of our District. We also discussed sponsorship opportunities for our programs.
- On January 18, Administrator Ross attended the first Big Day of Service meeting at the Sunrise Community Church. It was an opportunity to learn about the history of BDOS and the vision for 2023. OVparks will be involved and will submit several project ideas. The Bid Day will be held on Saturday, May 6 with check-in starting at 8am and projects beginning at 10am. Most projects will end at noon while some will extend until 2pm. Over 500 volunteers are expected to participate in over 20 projects in Orangevale and Fair Oaks.
- On January 21, Administrator Ross and Coordinator Gross attended the Orangevale Community Open House held at the Grange Hall. Over 20 service club and groups from Orangevale had booths set up to welcome the community and share opportunities for people to get involved. It was a successful event filled with Orangevale spirit.
- On January 23, Administrator Ross met with Erik Nelson of SMUD at Streng Avenue Trail to look at the SMUD gate that is part of a chain link fence that OVparks will be replacing. The gate provides access to a SMUD utility pole. Mr. Nelson stated that for the purposes of SMUD, the gate can remain chain link. To provide privacy for the neighbors, we would want to include the all-weather privacy slats in the gate, preferably to match the color of the redwood fence that we will be installing.
- On January 25, Administrator Ross, Supervisor Bain, and Coordinator Gross had a meeting at Streamline with Chris Ryan (Head of Customer Service) and Adrianna Sells (Implementation Manager). Streamline is a website development and management company that specializes in Special District websites. They focus on transparency and ADA compliances as required by government agencies. Streamline is the leader in website development and management among Special Districts in California. OVparks will be converting its website to Streamline within the next three months.
- On January 26 we held our quarterly Safety Meeting in which 17 staff members participated.

**RECREATION Monthly Report: January 2023**

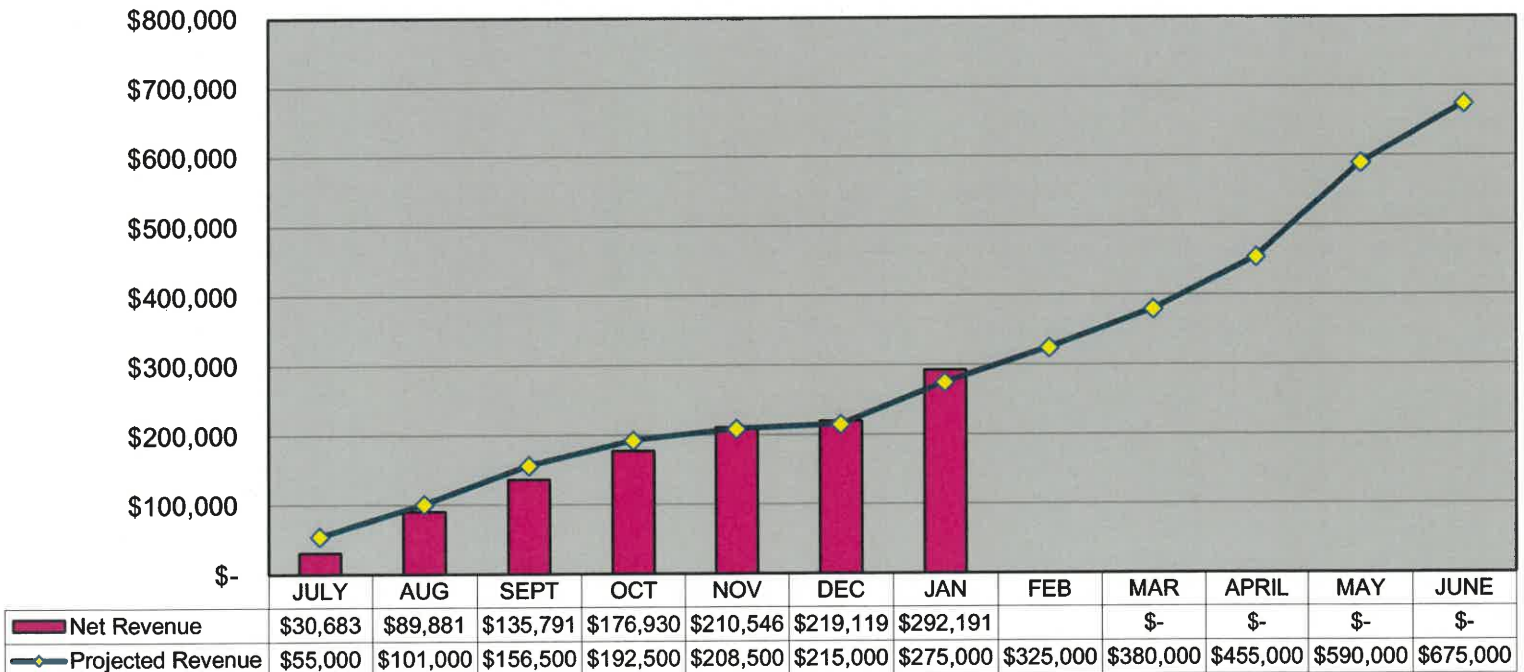
| <b>January</b>                 | <b>Enrollment</b> | <b>Attendance</b> | <b>Gross Revenue</b> |
|--------------------------------|-------------------|-------------------|----------------------|
| <b>Active Adults</b>           |                   |                   |                      |
| Bridge                         | 42                |                   | \$ 84.00             |
| Mens 3 on 3 Hoops              | 13                |                   | \$ 494.00            |
| Mid-Day Movie                  |                   | 3                 |                      |
| <b>Active Adults Sub Total</b> | <b>55</b>         | <b>3</b>          | <b>\$ 578.00</b>     |
| <b>Classes</b>                 |                   |                   |                      |
| Aikido - Teen/Adult            | 8                 |                   | \$ 1,288.00          |
| Aikido - Youth                 | 7                 |                   | \$ 555.00            |
| Artist Studio                  | 20                |                   | \$ 1,140.00          |
| Chen Tai-Chi Chuan             | 8                 |                   | \$ 400.00            |
| Internet Drivers Education     | 2                 |                   | \$ 58.00             |
| Karate - Preschool             | 4                 |                   | \$ 840.00            |
| Karate - Shotokan Grange Hall  | 3                 |                   | \$ 705.00            |
| Karate - Shotokan Youth Center | 8                 |                   | \$ 1,880.00          |
| Pediatric CPR & First Aid      | 1                 |                   | \$ 85.00             |
| Pee Wee Basketball             | 21                |                   | \$ 1,155.00          |
| Pilates Reformer               | 3                 |                   | \$ 260.00            |
| Social Dancing Waltz           | 3                 |                   | \$ 90.00             |
| Tennis- Youth                  | 8                 |                   | \$ 632.00            |
| Track & Field                  | 11                |                   | \$ 869.00            |
| Turns n Tumble Baby Ballet     | 13                |                   | \$ 429.00            |
| Turns n Tumble Pre Ballet      | 7                 |                   | \$ 231.00            |
| Ukulele Fretters               | 14                |                   | \$ 14.00             |
| Winter Youth Basketball        | 75                |                   | \$ 9,375.00          |
| <b>Classes Sub Total</b>       | <b>216</b>        |                   | <b>\$ 20,006.00</b>  |
| <b>Preschool</b>               |                   |                   |                      |
| Kinder Kidz                    | 15                |                   | \$ 5,070.00          |
| Orange Blossoms                | 16                |                   | \$ 4,448.00          |
| <b>Preschool Sub Total</b>     | <b>31</b>         | <b>0</b>          | <b>\$ 9,518.00</b>   |
| <b>GRAND TOTAL</b>             | <b>302</b>        | <b>3</b>          | <b>\$ 30,102.00</b>  |

**January Gross Revenue Recap** – January OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$73,072 which is \$13,072 above the projected amount. January recreation revenue came in at \$60,120 which is \$10,120 above the projected amount. The January facility revenue came in at \$12,952 which is \$2,952 above the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in January.*

## 2022-2023 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



## 2022-2023 ORPD Recreation & Facility Revenue Net vs Projected - Monthly Cumulative View





## **PARKS Monthly Report: January 2023**

### **Park Infrastructure**

- Staff continues to conduct monthly playground inspections and makes repairs on site as needed.
- Staff removed graffiti from the Oak & Filbert bathrooms.
- Staff repaired 40 feet of fencing at Orangevale Community Park.
- Soccer fields at Oak & Filbert and Community Center Park were lined and prepared for soccer rentals.
- Staff cleared all parking lots and sidewalks of debris after the storms.
- Staff removed the remnants of homeless camps at Pecan and Sundance parks.

### **Mechanics**

- Staff continues to conduct basic maintenance to small engine equipment, including chainsaws.
- Staff repaired the belt tensioner and belt rollers on the Bearcat chipper.
- Staff fixed the ladder rack on the Ford F250

### **Park Irrigation**

- All irrigation remains off.
- Staff repaired the toilet push-button device on a toilet at the Shady Oaks Disc Golf parking lot.
- Staff removed all leaves and debris from the pool following the storms, and cleaned the pool.

### **Park Grounds**

- Staff continues ongoing maintenance at all parks (restrooms, trash, mowing, edging, & blowing).
- Staff cleared all walkways of debris following the storms.
- Staff cleared creeks and drains following the storms.
- Staff patched the lower roof of the Community Center in four different areas.
- Staff removed a section of a fallen redwood tree from the Shady Oaks Disc Golf parking lot. They removed the other fallen section from a neighbor's property.
- Staff removed a large eucalyptus tree from the parking lot at Pecan Park.
- Staff partially removed three trees and removed two large branches near holes 18 and 7 at the disc golf course.
- Staff removed two medium sized trees near the parking lot to the new property.
- Staff removed a medium sized tree near the Youth Center playground area.

### **Other Reports**

- Staff removed the holiday decorations from the tree at the Community Center.
-

**Fulton-El Camino Park District Police Department**  
**Monthly activity report for: Orangevale Recreation and Park District**  
**Reporting Period: January 1-31, 2023**

**Almond Park**

|                    |         |       |                    |   |     |
|--------------------|---------|-------|--------------------|---|-----|
| Notice To Appear:  | 1/26/23 | 12:59 | CVC4000(a)         | expired registration  | Inf |
|                    |         |       | CVC16028(a)        | No insurance  | Inf |
|                    |         |       | CVC14601.1(a)      | Suspended license   | Mis |
| Notice To Appear:  | 1/30/23 | 11:24 | SCO 9.36.061(a)(4) | Animal off leash  | Inf |
| Warnings:          | 1/9/23  | 16:30 | CVC5204(a)         | Expired registration  |     |
|                    | 1/12/23 | 13:35 | SCO9.36.061(a)(4)  | Subject had two dogs off leash. Warning issued due to no prior contact. |     |
| Parking Citations: | 1/5/23  | 15:50 | CVC4000(a)         | No current registration   |     |
|                    | 1/26/23 | 12:39 | CVC4000(a)         | No current registration   |     |

**Norma Hamlin Park**

No issues to report.

**Off Property**

No issues to report.

**OV Community Center**

|          |        |       |              |   |
|----------|--------|-------|--------------|---|
| Warning: | 1/7/23 | 17:44 | SCO 9.36.067 | Subject was inside parked vehicle after park was closed. Subject was compliant and exited the park. |
|----------|--------|-------|--------------|---|

**OV Community Park**

|                    |         |       |            |  |
|--------------------|---------|-------|------------|--|
| Parking Citations: | 1/21/23 | 15:50 | CVC5200(a) | Display of two license plates required |
|                    | 1/21/23 | 15:30 | CVC4000(a) | No current registration                |

**OV Community Park (Disc Golf)**

|                    |         |       |                   |   |
|--------------------|---------|-------|-------------------|---|
| Warnings:          | 1/19/23 | 16:45 | SCO9.36.061(a)(4) | Animal off leash. Warning issued due to no prior contact. |
| Parking Citations: | 1/19/23 | 16:40 | CVC4000(a)        | no current registration                                   |
|                    | 1/21/23 | 15:22 | CVC4000(a)        | no current registration                                   |
|                    | 1/22/23 | 14:12 | CVC4000(a)        | no current registration                                   |
|                    | 1/30/23 | 11:52 | CVC4000(a)        | no current registration                                   |

**Palisades Park**

No issues to report.

**Pecan Park**

|                    |         |       |                   |  |
|--------------------|---------|-------|-------------------|--|
| Warnings:          | 1/2/23  | 12:35 | SCO9.36.061(a)(4) | Animal off leash. Warning issued due to no prior contact.  |
|                    | 1/15/23 | 13:45 | SCO9.36.061(a)(4) | Animal off leash. Subject intended to use the dog park but it was closed due to wetness. Warning issued. |
| Parking Citations: | 1/21/23 | 14:40 | CVC4000(a)        | no current registration  |

**Sundance Nature Area**

No issues to report.

**Youth Center Park**

No issues to report

# OvParks Photos of Interest: January 2023

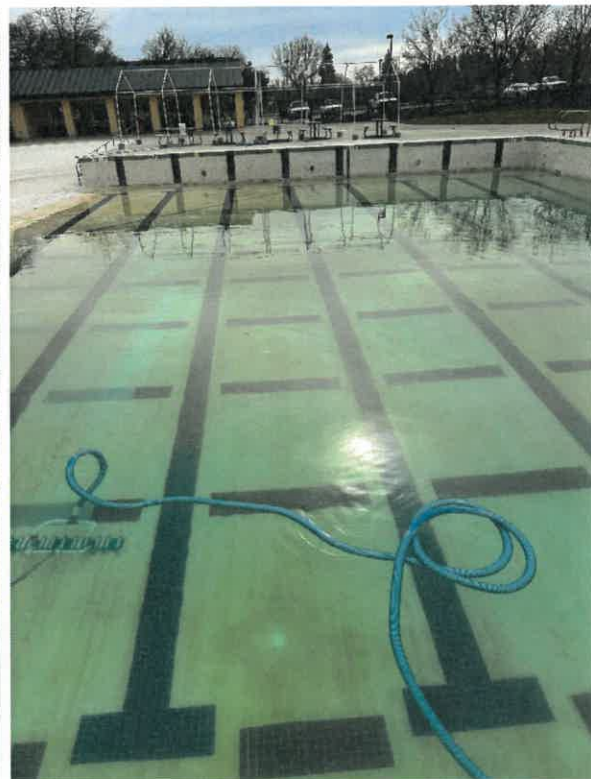
## Undecorating the Tree



## Cleaning the Pool



Before



After

# STAFF REPORT



DATE: 2-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: APPROVE THE LEASE AGREEMENT WITH ORANGEVALE HISTORY PROJECT FOR THEIR USE OF THE COTTAGE BUILDING TO HELP MEET THEIR VISION FOR A HISTORY MUSEUM FOR ORANGEVALE**

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## **RECOMMENDATION**

Approve the five-year lease agreement with the Orangevale History Project for their use of the Cottage building at Orangevale Community Center Park to help meet their vision for a history museum for Orangevale.

## **BACKGROUND**

At the District Board of Directors meeting on November 10, there was an agenda item to discuss the possibility of providing space in one of our District buildings for the Orangevale History Project and their future museum. The Orangevale Chamber of Commerce has generously hosted the OHP since their start, but the OHP has outgrown that shared building, and has gained membership and momentum to where they now need their own space.

Seeing the historical and educational value of an Orangevale History Museum, and understanding that many park and recreation agencies host libraries and museums, the Orangevale Recreation & Park District was interested in discussing this possibility with the OHP. At their December 8, 2022, meeting, the OVparks Board of Directors agreed that they were interested in entering into a lease agreement with the Orangevale History Project for their use of the Cottage building at Orangevale Community Center Park. In exchange, the History Project would assume the maintenance and utilities costs for the building. The Board directed staff to have a lease agreement ready for the Board of Directors meeting in February. The lease agreement has been reviewed and approved by the District's legal counsel and has been shared with the President of the Orangevale History Project for review.

## **RECOMMENDED MOTION**

I move that we approve the five-year lease agreement with the Orangevale History Project for their use of the Cottage building at Orangevale Community Center Park to help meet their vision for a history museum for Orangevale.

## LEASE AGREEMENT

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between ORANGEVALE RECREATION & PARK DISTRICT, a political subdivision of the State of California and a Recreation and Park DISTRICT formed pursuant to the provisions of Public Resources Code section 5780 et seq (hereinafter referred to as "DISTRICT"), and ORANGEVALE HISTORY PROJECT, a 501(c)(3) nonprofit corporation of California, hereinafter referred to as "PROJECT".

### RECITALS

- A. DISTRICT is the owner of the real property known as the COTTAGE at ORANGEVALE COMMUNITY CENTER PARK which is a building approximately 1,500 sq. ft. consisting of 4 rooms, 2 bathrooms, 1 kitchenette, 2 outside doors (1 for ADA access), in its current "as is" condition. The address is 6920 Hazel Avenue, Orangevale, CA 95662. The Assessor Parcel Number is 213-0161-026.
- B. The PROJECT was formed in March 2022 with an 8-member Executive Board. Their Articles of Incorporation were ratified in May 2022 and their 501(c)(3) status was declared in July 2022. The PROJECT has 70 members at-large. They currently hold their monthly meetings at the Orangevale Chamber of Commerce building, where they also store a small amount of their supplies and artifacts.
- C. The PROJECT desires a facility of their own for office space, storage, meetings, and for a museum for educational purposes and to display artifacts of Orangevale's history for the public to enjoy. At the DISTRICT's November 10, 2022, Board of Directors meeting, the PROJECT requested that the DISTRICT consider leasing a building to them. The DISTRICT agreed to concept and began analyses and discussions with the PROJECT to determine a building that would work well for both parties. The Cottage building at Orangevale Community Center Park was determined to be the best option, and this recommendation was presented to the DISTRICT Board of Directors at their December 8, 2023, meeting. The DISTRICT agreed with the recommendation and unanimously approved a motion to enter into a Lease Agreement with the PROJECT for the use of the Cottage building with the intention of bringing the form of that Lease Agreement to the February 2023 Board of Directors meeting for approval.
- D. The DISTRICT hereby finds that it is in the public interest to enter into a Lease Agreement with the PROJECT by which PROJECT will lease the Cottage building at Orangevale Community Center Park, at which the PROJECT will collect, preserve, exhibit, and share Orangevale's rich history with the public.

NOW, THEREFORE, it is agreed as follows:

**1. GRANT OF LEASE:**

The PROJECT is hereby granted a lease to (1) occupy and use the real property owned by the DISTRICT known as the Cottage building at Orangevale Community Center Park, in its “as is” condition, to be documented together by both parties in writing and/or photos and videos, and to be attached hereto as Exhibit A.

**2. TERM AND OPTION TO EXTEND TERM:**

The initial term of this Lease Agreement shall be five (5) years and shall commence \_\_\_\_\_, 2023 and terminate \_\_\_\_\_, 2028. If agreeable by PROJECT and DISTRICT, all provisions contained in this Lease Agreement shall be extended for one or more additional terms, the length of which shall be identified in an addendum to this Lease Agreement approved by DISTRICT’s Board of Directors and executed by both parties to this Lease Agreement.

**3. USE:**

PROJECT and DISTRICT agree that the use of the Cottage by PROJECT is to:

- a. Preserve, store, and exhibit materials, artifacts, and memorabilia historic in nature to Orangevale.
- b. Provide public education and distribute information concerning Orangevale history.
- c. House an office and a gift shop.
- d. Conduct public and private meetings as needed.

PROJECT acknowledges and agrees that it shall not charge any user fees with respect to public use of DISTRICT’s outdoor park space and parking lot on which the Cottage is located.

PROJECT agrees that it shall accept the Cottage in its “as is” condition and will complete at its own expense any and all alterations, repairs, modifications, or improvements necessary to comply with all existing federal, state, and local statutes, ordinances, rules, and regulations including regulations with respect to fire alarms, security alarms, and handicap accessibility pursuant to the Americans with Disabilities Act. PROJECT may wish to make other alterations and improvements to the Cottage pursuant to Section 7 hereof.

PROJECT is permitted by this Lease Agreement to post signs related to the directions, information, and marketing of their operations. All signage used by PROJECT is to receive pre-approval in writing by DISTRICT.

PROJECT agrees that it shall not use the Cottage or surrounding park property for any use other than those specified in this Lease Agreement without DISTRICT’s written consent.

PROJECT shall not use the premises in any manner that will constitute waste, blight, nuisance, annoyance, or hazard. Violation of this provision shall constitute an event of default by Project under this Lease Agreement.

PROJECT shall conduct its business at the Cottage under the name Orangevale History Project. Any name change shall be relayed to the DISTRICT prior to becoming effective.

**4. RENT:**

PROJECT shall pay rent to DISTRICT in the amount of \$1.00 annually since the Project is providing a public service to the residents of the District. This rent shall be due and payable on the first day this Lease Agreement is in effect, and on that same calendar day for each year during the term of this Lease Agreement.

**5. UTILITIES:**

PROJECT shall be solely responsible for all costs and expenses associated with providing utilities to the Cottage including, but not limited to, water, electricity, gas, sewer, internet connections, telephone, cable or disc television, fire alarms, and security alarms, and shall arrange with all utility providers to separately invoice for such utilities used by the Cottage building.

**6. HOURS OF OPERATION:**

PROJECT intends to use Cottage between the hours of 6:00am and 11:00pm. PROJECT shall inform DISTRICT of its operating hours and days of operation, and when those hours and days change. PROJECT will need written pre-approval from DISTRICT to extend hours of operation beyond the hours of operation of Orangevale Community Center Park and community buildings.

**7. ALTERATIONS AND IMPROVEMENTS:**

PROJECT may, at PROJECT's sole expense and with written pre-approval by DISTRICT, make changes, alterations, modifications, and improvements to the Cottage building. Any such changes, alterations, modifications, or improvements to DISTRICT's existing facility shall comply with all zoning and building ordinances and regulations. All costs associated with such changes, alterations, modifications, or improvements shall be paid for by PROJECT.

PROJECT may not expand the footprint of the Cottage, and may not make any changes, alterations, modifications, additions, or improvements to DISTRICT grounds around the Cottage without written pre-approval by DISTRICT.

DISTRICT allows PROJECT to provide any non-structural improvements and fixtures to the inside of the Cottage. These improvements shall remain the property of the PROJECT and may be taken at the end of the lease term.

Structural improvements when approved by DISTRICT and added by PROJECT (such as signs and large historical artifacts placed outside) may be removed by PROJECT at the end of the lease, if they can be removed without damaging the Cottage building.

Upon the expiration of the term of this Lease Agreement or any earlier termination thereof, or any renewal thereof, PROJECT shall surrender possession of the Cottage building to DISTRICT. PROJECT shall remove its possessions, furniture, furnishings, fixtures, and equipment installed by PROJECT on DISTRICT property. Any of said property not removed from DISTRICT property within thirty (30) days after the date of termination shall be considered abandoned and shall belong to DISTRICT without the payment of any consideration.

**8. MAINTENANCE AND REPAIRS:**

PROJECT shall at its own cost and expense, during the full term of this Lease Agreement, keep and maintain the Cottage building in which it conducts business in good and sanitary order, condition, and repair, including the walkways adjacent to said building. However, it is agreed between PROJECT and DISTRICT that DISTRICT will be responsible for maintenance of the parking lot and general landscape at Orangevale Community Center Park which surrounds the Cottage building.

Maintenance and repair items related to mechanical, engineering, plumbing (MEP), structural, waterproofing, or roofing of the Cottage shall be brought to the attention of the DISTRICT by PROJECT by providing written notice thereof to District immediately upon discovery thereof by PROJECT.

At the expiration of the term of this Lease Agreement or upon its earlier termination, PROJECT shall deliver possession of said premises to DISTRICT, and PROJECT covenants and agrees that at the time of said expiration or termination the Cottage premises will be in good, neat, and sanitary physical condition, ordinary wear and tear excepted.

DISTRICT shall not be obligated to make any repairs made necessary by the negligence of PROJECT or its agents, servants, licensees or invitees.

By entry hereunder, PROJECT accepts the premises as being in good and sanitary order, condition, and repair and PROJECT waives the provisions of Section 1941 and Section 1942 of the Civil Code of the State of California.



**9. NON-LIABILITY OF DISTRICT FOR DAMAGES AND INDEMNIFICATION OF LEASE AGREEMENT:**

This Lease Agreement is made upon the express condition that the DISTRICT is to be free from all liability and claims for damage by reason of any injury to any person or persons, including PROJECT, its agents, and employees or invitees, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including PROJECT, its agents, and employees, from any cause or causes whatsoever, arising out of PROJECT's use of the premises subject to this Lease Agreement, or resulting from its performance thereof, or any extension thereof.

PROJECT hereby agrees to defend and indemnify DISTRICT, its officers, agents, employees, and volunteers and save DISTRICT harmless from any and all claims, liability, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees incurred in connection with said investigation and defense, by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Lease Agreement by PROJECT, or any agent or employee of PROJECT; (2) any alleged negligent act or omission of PROJECT, or PROJECT's agents or employees, in connection with any acts performed or required to be performed pursuant to this Lease Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused by DISTRICT as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of DISTRICT or its employees.

**10. INSURANCE:**

PROJECT shall carry and maintain during the life of this Lease Agreement such public liability, property damage, and workers' compensation insurance as specified below:

**A. Public Liability, and Property Damage Insurance**

PROJECT shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse, and underground hazards in a minimum amount of not less than a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate in any one (1) year for one or more persons injured or property damaged.

The public liability and property damage insurance furnished by PROJECT shall also name DISTRICT as an additional insured and shall directly protect, as well as provide for the defense of DISTRICT, its officers, agents and employees, as well as PROJECT, and PROJECT's subcontractors, suppliers, agents and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from PROJECT's

operations or in the performance of the work pursuant to this Lease Agreement and all insurance policies shall so state. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by PROJECT of the indemnity provisions of this Lease Agreement.

PROJECT further agrees that it will, at all times during the term of this Lease Agreement, at its own cost and expense, obtain and keep in full force and effect insurance coverage for the contents of the Cottage building, including but not limited to, the museum artifacts. The DISTRICT, as the owner of the Cottage building, shall maintain insurance coverage for the building structure.

B. Workers' Compensation Insurance

PROJECT shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly, as volunteers, or through subcontractors, in performing the services contemplated by this Lease Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

By execution of this Lease Agreement, PROJECT certifies as follows:

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

As part of the execution of this Lease Agreement, PROJECT agrees to furnish to DISTRICT a certified copy of the insurance policies that it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Lease Agreement. Such insurance shall be placed with an insurance carrier acceptable to DISTRICT under terms satisfactory to DISTRICT. Said certified policies of insurance shall be furnished to DISTRICT by PROJECT prior to PROJECT commencing the possession of the Cottage building contemplated by this Lease Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the DISTRICT shall have received written notification of such cancellation or reduction.

Should PROJECT fail to obtain and keep in force the insurance coverage herein above required, DISTRICT shall have the right to cancel and terminate this Lease Agreement forthwith and without regard to any other provisions of this Lease Agreement.

**11. LICENSES AND PERMITS:**

PROJECT shall comply with all licensing requirements of the State of California applicable to PROJECT's use of the premises, and PROJECT shall comply with all federal, state, county and local laws, regulations or ordinances affecting the premises, the improvements thereon, the conditions existing thereon, and all activities conducted on the premises, including, without limitation, the obligation of PROJECT at PROJECT's expense to alter, repair, maintain and restore the premises in compliance and conformity with all laws and regulations relating to the condition, use or occupancy of the premises.

**12. TAXES:**

PROJECT shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

**A. Possessory Interest Tax.**

Under this Agreement a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Also, the interest created by this Agreement may be subject to special taxation pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code section 53311, et seq.), and a party in whom a possessory interest is vested may be subject to the payment of special taxes levied on such interest pursuant to that Act.

**B. Right to Contest Taxes.**

PROJECT shall have the right in its own name, or to the extent necessary in District's name, to contest in good faith and by all appropriate proceedings the amount, applicability or validity of any possessory interest tax assessment pertaining to the occupancy and possession of the Cottage building.

In the event PROJECT initiates such contest, District shall reasonably cooperate with PROJECT, provided that such contest will not subject any part of District's property to forfeiture or loss.

If at any time, payment of any tax or assessment becomes necessary and PROJECT has exhausted its remedies with respect to contesting the amount, applicability, or validity of any such tax assessment pertaining to the Cottage building at Orangevale Community Center Park, PROJECT shall then timely pay such tax or assessment.

**13. DAMAGE TO OR DESTRUCTION OF PREMISES:**

In the event of loss or damage to or destruction of the Cottage building by fire or any extended coverage insured against by any insurance policy, PROJECT shall collect the proceeds and shall apply them to the rebuilding, restoring or repair of the damaged or destroyed building to the same general condition in which it existed at the time of the occurrence of said event. If the net proceeds of said insurance are insufficient, PROJECT may elect to pay any additional funds necessary to complete the repair and restoration of the Cottage. If PROJECT elects not to pay said additional funds, then this Lease Agreement shall terminate. However, DISTRICT may elect to pay any excess amount required to repair or restore the Cottage and thereby continue the terms and conditions of this Lease Agreement in full force and effect.

PROJECT hereby waives the provisions of Section 1932 subdivision 2 and Section 1933 subdivision 4 of the Civil Code of the State of California.

PROJECT shall not be liable for the payment of any rent accruing during the period of time required for the repair or restoration of the building if PROJECT's business cannot be operated during this period. However, if PROJECT is able to continue to use the building and the premises after the destruction and during the period of repair and restoration, PROJECT shall be liable for payment of rent as stated herein, subject to negotiation with DISTRICT.

**14. INSPECTION OF PREMISES:**

DISTRICT or its duly authorized representative or agents may enter upon the premises at any and all reasonable times during the term of this Lease Agreement for the purpose of determining whether PROJECT is complying with the terms and conditions hereof, and for any other purpose incidental to the rights of DISTRICT. It is expected that DISTRICT will provide advance notice to, and seek advance permission from, the PROJECT before inspecting the premises.

**15. ASSIGNMENT AND SUBLETTING:**

PROJECT shall have no right, authority, or power to sell or assign the rights herein granted to any other person or party, nor shall PROJECT have any right, authority, or power to allow or permit any other person or party to have any interest in this Lease Agreement without the written consent of DISTRICT. It is the purpose and intent of this Lease Agreement to grant said privileges solely to said PROJECT and neither directly nor indirectly to any other person or party. The assignment, subletting, or encumbrance of said rights without the prior written consent of DISTRICT shall be void and, at the option of DISTRICT, shall terminate this Lease Agreement. No assignment shall relieve PROJECT of its obligations under the terms of this Lease Agreement. The written consent of DISTRICT to one assignment, occupation, or use by another person shall not

be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person.

**16. DEFAULT BY PROJECT:**

The occurrence of any of the following shall constitute a default by PROJECT:

(a) Failure to pay rent or any other sum due hereunder when due, if the failure continues for a period of thirty (30) days after said payment became due as provided herein.

(b) Abandonment or vacation of the premises (failure to occupy and/or operate the business on said premises for ten (10) consecutive days) shall be deemed an abandonment and vacation except when caused by acts of God, forces of nature, or other causes beyond the control of the PROJECT.

(c) Failure to perform any other provision of this Lease Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to PROJECT.

In the event of any such default, DISTRICT shall have the following rights and remedies in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by PROJECT as defined herein, DISTRICT can terminate PROJECT's right to possession of the premises at any time. Upon termination, PROJECT shall immediately surrender and vacate the premises, and all improvements, in broom clean condition. DISTRICT may immediately reenter and take possession of the premises and all remaining improvements and all furniture, furnishings, fixtures, equipment, supplies and all other personal property owned by PROJECT in the operation of the business of PROJECT. Termination under this Paragraph shall not relieve PROJECT from the payment of any sums then due to DISTRICT, or for money claimed for damages previously accrued or then accruing against PROJECT. No act by DISTRICT, other than giving notice of default to PROJECT, shall terminate this Lease Agreement. Acts of maintenance or preservation or efforts to relet the property, or the appointment of a receiver upon the initiative of the DISTRICT to protect the DISTRICT's interest under the Lease Agreement, shall not constitute a termination of PROJECT's right to possession.

On termination, DISTRICT has the right to recover from PROJECT:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of this Lease Agreement.

(b) Any other amount necessary to compensate DISTRICT for all the detriment or damages proximately caused by PROJECT's failure to perform its obligations under the Lease Agreement, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Paragraphs (a) and (b) of this Paragraph is to be computed by allowing interest at the rate of ten percent (10%) per annum.

**17. DEFAULT BY DISTRICT:**

The failure of DISTRICT to perform any of its obligations pursuant to the provisions of this Lease Agreement shall constitute a default by DISTRICT if PROJECT notifies DISTRICT of its failure to perform any of its obligations pursuant to the provisions of this Lease Agreement in writing, and DISTRICT fails to initiate performance within sixty (60) days after such written notice has been given to DISTRICT by PROJECT. In the event of such default by DISTRICT, PROJECT shall have the option of terminating this Lease Agreement.

**18. TERMINATION OF LEASE AGREEMENT:**

Aside from a default by either PROJECT or DISTRICT, this Lease Agreement may also be terminated at any time by either party with written notice (email is acceptable) to the other party with at least 180 days of notice in advance of requested termination date.

**19. FORCE MAJEURE:**

Neither party shall be liable to perform an obligation under this Lease Agreement if such obligation is delayed or prevented from the full performance by reason of Acts of God, inability to procure materials due to strikes, lockouts, labor troubles, restrictive government regulations, or other cause without fault and beyond the control of the obligated party. The performance of the obligation shall be extended for the period of the delay.

**20. LIENS:**

Ten (10) days before commencement of any work, improvement, or repair which will cost in excess of Five Hundred Dollars (\$500.00), PROJECT shall notify DISTRICT in writing of its intention to commence said work. Said notice is to be given for the express purpose of permitting DISTRICT to post a Notice of Non-responsibility to protect DISTRICT's interests in the leased premises from the attachment of any mechanic's liens.

**21. ATTORNEYS' FEES:**

PROJECT shall reimburse DISTRICT for any and all reasonable attorneys' fees incurred by DISTRICT and necessitated by the default of PROJECT in the performance of this Lease Agreement.

In the event of any litigation between the parties hereto arising out of this Lease Agreement or in connection with the premises, the losing party agrees to pay to the prevailing

party a reasonable sum as and for attorneys' fees, which will be added to and become a part of any judgment therein.

**22. NON-WAIVER:**

The failure or omission by DISTRICT to terminate this Lease Agreement for any violation of its terms, conditions or covenants shall in no way bar, stop or prevent DISTRICT from terminating this Lease Agreement therefore, either for such, or for any subsequent violation of any such term, condition, or covenant. The acceptance of rent hereunder shall not be construed to be a waiver of any breach of any term, covenant, or condition of this Lease Agreement.

**23. PROJECT AS INDEPENDENT CONTRACTOR:**

The parties hereto agree that throughout the duration of this Lease Agreement, PROJECT and PROJECT's employees hired to perform services pursuant to this Lease Agreement are independent contractors for all purposes of this PROJECT Lease Agreement. Under no circumstances shall PROJECT or PROJECT's employees be considered agents or employees of DISTRICT. PROJECT acknowledges, therefore, that it and its agents and employees are not entitled to workers' compensation benefits from DISTRICT should PROJECT or its agents and employee sustain an injury in the course of performing services specified in this Lease Agreement. DISTRICT shall have the right to control PROJECT only as to the provisions of this Lease Agreement. PROJECT shall be solely responsible for and have control over the means, methods, details, techniques, and procedures for PROJECT operations at the Cottage. PROJECT shall have no authority, expressed or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent except as DISTRICT may specify in writing. PROJECT shall have no authority, expressed or implied, pursuant to this Lease Agreement, to bind DISTRICT to any obligation whatsoever.

**24. NEGATION OF PARTNERSHIP:**

DISTRICT shall not become or be deemed a partner of a joint venture with PROJECT by reason of the provisions of this Lease Agreement.

**25. LEASE AGREEMENT TO BIND SUCCESSORS AND ASSIGNS:**

This Lease Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

**26. PARAGRAPH HEADINGS:**

The paragraph headings are titles to the paragraphs of this Lease Agreement and are inserted for reference only and are not a part of this Lease Agreement and shall have no effect upon the construction or interpretation of any part of this Lease Agreement.

**27. COMPLETE LEASE AGREEMENT:**

This instrument contains all of the Lease Agreements and covenants made between the parties to this Lease Agreement and may not be modified orally or in any other manner than by Lease Agreement in writing signed by all the parties to this Lease Agreement or their respective successors or assigns.

**28. SERVICE OF NOTICE:**

Any notice to or demand upon DISTRICT or PROJECT required or permitted to be made under the provisions of this Lease Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

ORANGEVALE RECREATION AND DISTRICT  
6826 Hazel Avenue  
Orangevale, CA 95662

ORANGEVALE HISTORY PROJECT  
C/O Orangevale Chamber of Commerce  
P.O. Box 992  
Orangevale, CA 95662

**29. TIME:**

Time is of the essence of this Lease Agreement and all that is herein contained.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND DISTRICT has caused this Lease Agreement to be executed on its behalf by the Chairperson and Clerk of its Board of Directors as signed below, and ORANGEVALE HISTORY PROJECT has caused this Lease Agreement to be executed on its behalf by the President as signed below, on the day and year first above written.

**ORANGEVALE RECREATION &  
PARK DISTRICT**

**ORANGEVALE HISTORY PROJECT**

By \_\_\_\_\_  
Mike Stickney, Chairperson

By \_\_\_\_\_  
Mark Aring, President

By \_\_\_\_\_  
Barry Ross, District Administrator





**RESOLUTION NO: 23-02-699**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGEVALE RECREATION AND PARK DISTRICT DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR THE ORANGEVALE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (OLLAD) OF THE ORANGEVALE RECREATION AND PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Orangevale Landscaping and Lighting Assessment District (the "District"), County of Sacramento, State of California, that

1. On July 17, 1991, by its Resolution No. 816, this Board ordered the formation of and levied the first assessment within the Orangevale Recreation and Park District Maintenance Assessment District 1991 (the "Assessment District") pursuant to the provisions of the Landscaping and Lighting Act of 1972.

2. The purpose of the Assessment District is for the installation, maintenance, and servicing of improvements to the Orangevale Recreation and Park District, as described in Section 3 below.

3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasium, running tracks, swimming pools, other recreational facilities, security guards, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Orangevale Recreation and Park District.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 16<sup>th</sup> day of February, 2023 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

6826 Hazel Avenue  
Orangevale, CA 95662  
916-988-4373  
OVparks.com

\_\_\_\_\_  
CLERK OF THE BOARD



**RESOLUTION NO: 23-02-700**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ORANGEVALE RECREATION AND PARK DISTRICT  
DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR  
THE KENNETH GROVE LANDSCAPING AND LIGHTING  
ASSESSMENT DISTRICT OF THE ORANGEVALE RECREATION  
AND PARK DISTRICT**

RESOLVED, by the Board of Directors (the "Board") of the Kenneth Grove Landscaping and Lighting Assessment District, County of Sacramento, State of California, that

1. The formation of the Kenneth Grove Recreation and Park District Maintenance Assessment District (the "Assessment District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972 has previously been ordered through Resolution 94-05-86A.

2. The purpose of financing certain park and recreation improvements and refurbishments, as specified in the District's updated Master Plan and for the purpose of funding maintenance operations of the District, as described in Section 3 below.

3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements at each of the locations owned, operated, or maintained by the Orangevale Recreation and Park District's Kenneth Grove Assessment District.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 16<sup>th</sup> day of February, 2023 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

6826 Hazel Avenue  
Orangevale, CA 95662  
916-988-4373  
OVparks.com

\_\_\_\_\_  
CLERK OF THE BOARD

# STAFF REPORT



DATE: 2/16/23

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: APPROVAL OF THE AGREEMENT WITH COMMON KETTLE, LLC TO HOLD THE ORANGEVALE FARMERS MARKET AT ORANGEVALE COMMUNITY CENTER PARK ON DESIGNATED THURSDAYS IN 2023**

---

## **RECOMMENDATION**

Approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2023.

## **BACKGROUND**

Common Kettle, LLC began holding the Orangevale Farmers Market at the Orangevale Community Center Park in 2021 after several years having the market in the Dairy Queen parking lot. If approved, the opening day for 2023 would be May 4 and the final day would be October 26. The market is held in the parking lot and lawn area to the north of the Community Center building. As in 2022, the majority of the booths and features are expected to be on the lawn area. The rental fee for the market has increased from \$53 per market evening to \$56.

## **RECOMMENDED MOTION**

I move we approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2023, and authorize the District Administrator to execute the agreement.

**AGREEMENT TO HOST FARMERS MARKET  
AT ORANGEVALE COMMUNITY CENTER PARK  
2023**

THIS AGREEMENT is made and entered into as of this 16<sup>th</sup> day of February 2023, by and between the ORANGEVALE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq., hereinafter referred to as "DISTRICT", and COMMON KETTLE, LLC, hereinafter referred to as "RENTER".

**RECITALS**

**WHEREAS**, the DISTRICT is the owner and operator of Orangevale Community Center Park; and DISTRICT is interested in providing a facility for a Farmers Market to help promote health, wellness, local growers, and sense of Orangevale pride and community; and

**WHEREAS**, the DISTRICT desires to enter into agreement with RENTER to host a FARMERS MARKET at Orangevale Community Center Park on Thursdays, May 4 – October 26, 2023 from approximately 3pm – 8pm; and

**WHEREAS**, RENTER has the necessary qualifications, experience, and personnel to accomplish the objectives set forth;

**WHEREAS**, the DISTRICT is authorized to enter into an agreement for specific special services with persons specially trained, experienced, and competent to perform such services;

**WHEREAS**, DISTRICT and RENTER desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, DISTRICT and RENTER agree as follows:

**I. SCOPE OF SERVICES**

RENTER shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of May 4, 2023, and shall end on October 26, 2023. The DISTRICT shall have the option to extend the term on a month-to-month basis. This Agreement may be terminated by 30 days written notice by the DISTRICT or RENTER.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

ORANGEVALE RECREATION &  
PARK DISTRICT  
6826 Hazel Avenue  
Orangevale, CA 95662  
Attn: Barry Ross

TO RENTER

COMMON KETTLE, LLC.  
6825 Walnut Avenue  
Orangevale, CA 95662  
Attn: Margaretha Elisabeth Brunner

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

RENTER shall observe and comply with all applicable federal, State, and County laws, regulations, and ordinances related to the use of the facility and public gatherings.

RENTER 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, face coverings, limits on the size of gatherings, use of appropriate sanitation practices, etc.

DISTRICT reserves the right to immediately revoke RENTER’S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS AND GOOD STANDING**

- A. RENTER shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.
- B. RENTER further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government agreements. RENTER certifies that it shall not contract with a subcontractor or vendor that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

RENTER shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to RENTER'S services.

**VIII. ALTERATIONS TO PROPERTY**

RENTER agrees to return the property to its prior state following each Farmers Market evening. Any permanent, seasonal, or temporary alterations to DISTRICT property is to receive prior approval by DISTRICT, which may include specific timelines for the alterations to be allowed before returning to prior condition. Cooperative efforts are to be made by DISTRICT and RENTER for the betterment of the community.

**IX. BENEFITS WAIVER**

- A. It is understood and agreed that RENTER (including RENTER'S employees and any vendors) has no relationship of employer-employee with the DISTRICT and shall not be entitled to any benefits provided to employees of DISTRICT. Such employee benefits include, but are not limited to: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to regular employees pursuant to the County Charter, the Sacramento County Employees' Retirement System (SCERS) and/or any and all memoranda of understanding between DISTRICT and its employee organizations. The RENTER hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. If, in the performance of this Agreement, any third persons are employed by RENTER, such person shall be entirely and exclusively under the direction, supervision, and control of RENTER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by RENTER, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

**X. RESERVED**

**XI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. RENTER agrees and assures DISTRICT that RENTER (and any employees and vendors) shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. RENTER shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.
- B. RENTER represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. RENTER agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

**XII. INDEMNIFICATION**

To the fullest extent permitted by law, RENTER shall indemnify, defend, and hold harmless DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not

limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the RENTER, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the RENTER, or for which the RENTER is legally liable under law regardless of whether caused in part by an Indemnified Party. RENTER shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by RENTER.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

### **XIII. INSURANCE**

Without limiting RENTER'S indemnification, RENTER shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of RENTER to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not make park facilities available to RENTER under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

### **XIV. INFORMATION TECHNOLOGY ASSURANCES**

RENTER shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by RENTER in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

### **XV. RENTAL PAYMENT & SECURITY DEPOSIT**

- A. The rental payment and security deposit under this Agreement shall be limited to the Total Payment Amount set forth in Exhibit C as created and/or modified by the DISTRICT in accordance with this Agreement.



- B. DISTRICT shall submit an invoice monthly to RENTER. RENTER shall submit payment to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period.
- C. In the event RENTER fails to comply with any provisions of this Agreement, DISTRICT may suspend services until such non-compliance has been corrected.

**XVI. RESERVED**

**XVII. SUBLETTING, ASSIGNMENT**

- A. RENTER shall obtain prior written approval from DISTRICT before subletting any of the services delivered under this Agreement. RENTER remains legally responsible for the performance of all Agreement terms including work performed by third parties under sublets. Any subletting will be subject to all applicable provisions of this Agreement. RENTER shall be held responsible by DISTRICT for the performance of any subletter whether approved by DISTRICT or not.
- B. This Agreement is not assignable by RENTER in whole or in part, without the prior written consent of DISTRICT.

**XVIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by Administrator and counsel for DISTRICT.

**XIX. SUCCESSORS**

This Agreement shall bind the successors of DISTRICT and RENTER in the same manner as if they were expressly named.

**XX. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

## **XXI. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, RENTER shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of obligations set forth in local, State and federal law.

## **XXII. TERMINATION**

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to RENTER should RENTER materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to RENTER, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds in DISTRICT'S yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, RENTER shall only pay for any Farmers Market dates completed and provided prior to notice of termination.

- E. Neither party shall incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that they can legally cancel.

### **XXIII. REPORTS**

DISTRICT may request that RENTER, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports concerning Farmers Market to help both parties evaluate its level of success and the ability to make strategic plans and adjustments.

### **XXIV. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between DISTRICT and RENTER regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and RENTER regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **XXV. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

### **XXVI. FORCE MAJEURE**

Neither RENTER nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters whether or not similar to the foregoing, and acts or omissions or failure of cooperation of the other party or third parties (except as otherwise specifically provided herein).

### **XXVII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**XXVIII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**Orangevale Recreation & Park District**

**COMMON KETTLE, LLC.**

By: \_\_\_\_\_  
Barry Ross, District Administrator

By: \_\_\_\_\_  
Margaretha Elisabeth Brunner

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

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

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**EXHIBIT A to Agreement  
between the ORANGEVALE RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT",  
and COMMON KETTLE, LLC  
hereinafter referred to as "RENTER"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION**

**Facility Name(s):** Orangevale Community Center Park  
**Street Address:** 6826 Hazel Avenue  
**City and Zip Code:** Orangevale, CA 95662

**II. SCOPE**

- A. RENTER agrees to host a weekly Farmers Market on Thursdays from 3:00 pm to approximately 8:00 pm. Admission will be free to the public.
- B. The DISTRICT'S Administrator, or designee, may negotiate with RENTER and approve reasonable modifications in tasks, schedules, services, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, and are determined to be in the best interest of DISTRICT.
- C. The RENTER is granted a revocable permit by the DISTRICT to use the property as specified herein. This license does not create a property interest in RENTER and may be revoked at any time by DISTRICT with or without prior notice.
- D. The Farmers Market shall encourage strong community engagement and involvement, promote community-building and health outcomes, celebrate the diversity of the DISTRICT, and provide a fun and festive atmosphere that supports local agriculture.
- E. The Farmers Market shall include a balanced blend of vendor exhibits and activities as follows:
  - o **No less than 75% Farmers & Food Products**  
*This category encompasses fresh fruits, vegetables, herbs or flowers, bakery products, nut and fruit package products, eggs, cheese, oils, prepared foods, and beverages meeting Sacramento County Environmental Health Standards.*

○ **Up to 25% Non-Food Products**

*This category encompasses imitation flowers and floral, cookware, soaps, and other products.*

- Local businesses and organizations, artisans, and musicians should be given an opportunity to participate.

F. Cancellation of a Farmers Market is pursuant to the following conditions:

- Inclement weather with sustained wind speeds exceeding 20 mph
- Any Force Majeure circumstances as detailed in paragraph XXVI.
- Excessive heat
- Poor and unhealthy air quality

Notification of a cancelled Farmers Market must be communicated to the DISTRICT and all vendor participants by phone message, text and/or email a minimum of three hours prior to start time if feasible. A cancellation notice will also be posted on the RENTER'S web site, emailed to subscribers, and included in RENTER'S social media platforms.

**III. RESPONSIBILITIES OF DISTRICT AND RENTER FOR SCOPE**

- A. RENTER shall provide copies to the DISTRICT, or its authorized representatives, of all permits required to operate the Farmers Market in accordance with local, county and/or state health and safety regulations.

B. RENTER shall provide a detailed Farmers Market Work Plan that includes:

- A copy of the operational guidelines/rules for the Farmers Market.
- A safety plan for all involved with the Farmers Market, including safety guidance related to COVID-19.
- Vendor locations and an anticipated circulation pattern.
- A plan for additional portable restrooms should the indoor restrooms provided by the DISTRICT prove to be insufficient.
- Trash and recycling plan. Trash disposal and clean-up must be provided by the RENTER.
- Staffing that includes a Manager onsite two (2) hours in advance of each Farmers Market start time and until the last vendor leaves.
- Temporary Farmers Market signage installed and removed each week at locations mutually agreed to by DISTRICT and RENTER. The RENTER will be responsible for providing their own signage and promotion material.

F. DISTRICT shall provide the following in support of the Farmers Market:

- Approved use of the property each Thursday from approximately 1:00 pm until 9:00 pm
- Provide indoor restroom facilities for customers and vendors, and maintenance of the restroom facilities

- Access to parking for vendors and patrons on Farmers Market days a minimum of two hours before the market opens
- Park patrol, park maintenance, and waste services in support of the Farmers Market as needed and mutually agreed to by both parties
- Promotion of Farmers Market in DISTRICT media which may include the DISTRICT newsletter, website, social media, and community calendar.

**IV. AUTHORITY OF RENTER PERFORMING SCOPE OF WORK**

RENTER is to provide and perform the scope of services covered by this Agreement. RENTER, including RENTER'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. RENTER shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

**V. PUBLICATION OF DOCUMENTS AND DATA**

RENTER shall provide marketing collateral materials promoting Farmers Market. DISTRICT requests that its name and/or logo be included in a prominent position on marketing materials developed to promote the Farmers Market. If any additional benefits are given to market sponsors, the DISTRICT's support is also to be treated as a sponsor in terms of recognition and benefits.

**VI. PERSONNEL**

RENTER shall provide the organization, staffing and management of weekly Farmers Market. RENTER shall provide a list of subcontractors and/or partners, if any, and their specific roles for the Event(s). Key contacts for this project shall be as follows:

DISTRICT: Barry Ross, District Administrator  
(W) 916-988-4373 \* (C) 916-203-9728 \* [barry@ovparks.com](mailto:barry@ovparks.com)

DISTRICT: Jason Bain, Recreation Supervisor  
(W) 916-988-4373 \* (C) 916-847-2607 \* [jason@ovparks.com](mailto:jason@ovparks.com)

RENTER: Margaretha Elisabeth Brunner  
(916) 215-7713 \* [commonkettle@gmail.com](mailto:commonkettle@gmail.com)

**EXHIBIT B to Agreement**  
**between the ORANGEVALE RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT",**  
**and COMMON KETTLE, LLC.**  
**hereinafter referred to as "RENTER"**

**INSURANCE RELATED PROVISIONS**

**A. INDEMNIFICATION**

1. The RENTER shall indemnify, defend, and hold harmless DISTRICT, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the RENTER'S use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.

**B. INSURANCE REQUIREMENTS**

1. 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.
  - a. Such insurance shall name 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.
  - b. 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.



- 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 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 RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

**C. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, & REGULATIONS**

- 1. A RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- 2. The RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. The RENTER 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. DISTRICT reserves the right to immediately revoke RENTER’S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

**EXHIBIT C to Agreement**  
**between the ORANGEVALE RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT",**  
**and COMMON KETTLE, LLC.**  
**hereinafter referred to as "RENTER"**

**BUDGET REQUIREMENTS**

**I. FEE SCHEDULE PAYMENT TO DISTRICT**

The Total Minimum Payment Amount under this Agreement is: \$56.00 per Farmers Market evening plus a one-time \$500 Security Deposit for 2022.

The security deposit is for incidental damages or extra DISTRICT staff time required for park clean-up or repair due to Farmers Market. DISTRICT will notify RENTER of situations requiring the use of security deposit funds. Security fund balance will be returned to RENTER at the conclusion of this Agreement. If the full security deposit amount is exhausted, then another \$500 deposit will be required before the Farmers Market will be allowed to continue.

**II. CONTRACTOR REQUIREMENTS**

- A. RENTER shall provide rate sheet listing fees charged by the RENTER to vendors to participate in the Farmers Market.
- B. RENTER shall provide a minimum of one (1) space each week at no cost for the DISTRICT and/or non-profit group(s) selected by the DISTRICT to distribute information and/or take registration for their programs. Any equipment of materials for these spaces must be provided by the DISTRICT or the participating non-profit group(s).
- C. RENTER shall provide the DISTRICT the access and ability to provide a recreation activity during Farmers Market for the participants. DISTRICT is to notify RENTER in advance to determine there are no conflicts.

**III. WORK NOT IN SCOPE OF SERVICES**

RENTER shall immediately notify the DISTRICT in writing of any work that the DISTRICT requests to be performed that RENTER believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DISTRICT approves such request in writing and authorizes an amendment approved and executed by both parties.

**IV. PAYMENTS**

DISTRICT shall address and submit all invoices associated with this Agreement by U.S. mail, email, or personal delivery to the RENTER.

The RENTER shall send security deposit and payments to the following address:

Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale, CA 95662  
Attn: Accounts Receivable

DISTRICT may change the address to which subsequent payment shall be sent by giving written notice designating a change of address to RENTER, which shall be effective upon receipt.

# STAFF REPORT



DATE: 2/16/23

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: APPROVAL OF THE AGREEMENT WITH ORANGEVALE CHAMBER OF COMMERCE TO HOST A BEER & WINE GARDEN AT ORANGEVALE COMMUNITY CENTER PARK ON DESIGNATED THURSDAYS IN 2023**

---

## **RECOMMENDATION**

Approve the agreement with Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2023.

## **BACKGROUND**

With interest in attracting more people, or having people stay longer on Thursday evenings during the Farmers Market, the Orangevale Chamber of Commerce wishes to enter into an agreement to host a Beer & Wine Garden on Thursdays from 5-8pm. The first date of this rental would be May 4 and the final day would be October 26. Common Kettle, LLC (Orangevale Farmers Market) is in support of this agreement. As they did in 2022, the two renters would work in cooperation with each other and the District regarding the location of the Beer & Wine Garden. The Chamber of Commerce would be responsible for securing and abiding by the ABC permit, including providing onsite security, and having a designated area for the alcohol. The rental fee for the Beer & Wine Garden is \$50 per market evening.

## **RECOMMENDED MOTION**

I move we approve the agreement with Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2023, and authorize the District Administrator to execute the agreement.

**AGREEMENT TO A BEER & WINE GARDEN  
AT ORANGEVALE COMMUNITY CENTER PARK  
2023**

THIS AGREEMENT is made and entered into as of this 16<sup>th</sup> day of February 2023, by and between the ORANGEVALE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq., hereinafter referred to as "DISTRICT", and ORANGEVALE CHAMBER OF COMMERCE, hereinafter referred to as "RENTER".

**RECITALS**

**WHEREAS**, the DISTRICT is the owner and operator of Orangevale Community Center Park; and DISTRICT is interested in forming a rental relationship to provide a Beer & Wine Garden at its park for legal and responsible adults to enjoy during the Thursday evening Farmers Market activities; and

**WHEREAS**, the DISTRICT desires to enter into agreement with RENTER to host a Beer & Wine Garden at Orangevale Community Center Park on Thursdays, May 4 – October 26, 2023, from approximately 5pm – 8pm; and

**WHEREAS**, RENTER has the necessary qualifications, experience, and personnel to accomplish the objectives set forth;

**WHEREAS**, the DISTRICT is authorized to enter into an agreement for specific special services with persons specially trained, experienced, and competent to perform such services;

**WHEREAS**, DISTRICT and RENTER desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, DISTRICT and RENTER agree as follows:

**I. SCOPE OF SERVICES**

RENTER shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of May 4, 2023, and shall end on October 26, 2023. The DISTRICT shall have the option to extend the term on a month-to-month basis. This Agreement may be terminated by 30 days written notice by the DISTRICT or RENTER.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

ORANGEVALE RECREATION &  
PARK DISTRICT  
6826 Hazel Avenue  
Orangevale, CA 95662  
Attn: Barry Ross

TO RENTER

ORANGEVALE CHAMBER OF  
COMMERCE  
8897 Greenback Lane  
Orangevale, CA 95662  
Attn: Kim Bayne

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

RENTER shall observe and comply with all applicable federal, State, and County laws, regulations, and ordinances related to the use of the facility, public gatherings, and the sale and service of alcoholic beverages.

RENTER 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, face coverings, limits on the size of gatherings, use of appropriate sanitation practices, etc.

DISTRICT reserves the right to immediately revoke RENTER'S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS AND GOOD STANDING**

- A. RENTER shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.
- B. RENTER further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government agreements. RENTER certifies that it shall not contract with a subcontractor or vendor that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

RENTER shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to RENTER'S services.

**VIII. ALTERATIONS TO PROPERTY**

RENTER agrees to return the property to its prior state following each evening rental. Any permanent, seasonal, or temporary alterations to DISTRICT property is to receive prior approval by DISTRICT, which may include specific timelines for the alterations to be allowed before returning to prior condition. Cooperative efforts are to be made by DISTRICT and RENTER for the betterment of the community.

**IX. BENEFITS WAIVER**

- A. It is understood and agreed that RENTER (including RENTER'S employees and any vendors) has no relationship of employer-employee with the DISTRICT and shall not be entitled to any benefits provided to employees of DISTRICT. Such employee benefits include, but are not limited to: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to regular employees pursuant to the County Charter, the Sacramento County Employees' Retirement System (SCERS) and/or any and all memoranda of understanding between DISTRICT and its employee organizations. The RENTER hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. If, in the performance of this Agreement, any third persons are employed by RENTER, such person shall be entirely and exclusively under the direction, supervision, and control of RENTER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by RENTER, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

X. **RESERVED**

XI. **NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

A. RENTER agrees and assures DISTRICT that RENTER (and any employees and vendors) shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. RENTER shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

B. RENTER represents that it is compliant with, and agrees that it will continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. RENTER agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

XII. **INDEMNIFICATION**

To the fullest extent permitted by law, RENTER shall indemnify, defend, and hold harmless DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not



limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the RENTER, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the RENTER, or for which the RENTER is legally liable under law regardless of whether caused in part by an Indemnified Party. RENTER shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by RENTER.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

### **XIII. INSURANCE**

Without limiting RENTER'S indemnification, RENTER shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of RENTER to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not make park facilities available to RENTER under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

### **XIV. INFORMATION TECHNOLOGY ASSURANCES**

RENTER shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by RENTER in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

### **XV. RENTAL PAYMENT & SECURITY DEPOSIT**

- A. The rental payment and security deposit under this Agreement shall be limited to the Total Payment Amount set forth in Exhibit C as created and/or modified by the DISTRICT in accordance with this Agreement.

- B. DISTRICT shall submit an invoice monthly to RENTER. RENTER shall submit payment to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period.
- C. In the event RENTER fails to comply with any provisions of this Agreement, DISTRICT may suspend services until such non-compliance has been corrected.

**XVI. RESERVED**

**XVII. SUBLETTING, ASSIGNMENT**

- A. RENTER shall obtain prior written approval from DISTRICT before subletting any of the services delivered under this Agreement. RENTER remains legally responsible for the performance of all Agreement terms including work performed by third parties under sublets. Any subletting will be subject to all applicable provisions of this Agreement. RENTER shall be held responsible by DISTRICT for the performance of any subletter whether approved by DISTRICT or not.
- B. This Agreement is not assignable by RENTER in whole or in part, without the prior written consent of DISTRICT.

**XVIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by Administrator and counsel for DISTRICT.

**XIX. SUCCESSORS**

This Agreement shall bind the successors of DISTRICT and RENTER in the same manner as if they were expressly named.

**XX. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

## **XXI. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, RENTER shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of obligations set forth in local, state and federal law.

## **XXII. TERMINATION**

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to RENTER should RENTER materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to RENTER, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds in DISTRICT'S yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, RENTER shall only pay for any rental dates completed and provided prior to notice of termination.

E. Neither party shall incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that they can legally cancel.

### **XXIII. REPORTS**

DISTRICT may request that RENTER, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports concerning Beer & Wine Garden to help both parties evaluate its level of success and the ability to make strategic plans and adjustments.

### **XXIV. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between DISTRICT and RENTER regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and RENTER regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **XXV. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

### **XXVI. FORCE MAJEURE**

Neither RENTER nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters whether or not similar to the foregoing, and acts or omissions or failure of cooperation of the other party or third parties (except as otherwise specifically provided herein).

### **XXVII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**XXVIII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**Orangevale Recreation & Park District**

**Orangevale Chamber of Commerce**

By: \_\_\_\_\_  
Barry Ross, District Administrator

By: \_\_\_\_\_  
Kim Bayne, Executive Director

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

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

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**EXHIBIT A to Agreement  
between the ORANGEVALE RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT",  
and ORANGEVALE CHAMBER OF COMMERCE  
hereinafter referred to as "RENTER"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION**

|                           |                                  |
|---------------------------|----------------------------------|
| <b>Facility Name(s):</b>  | Orangevale Community Center Park |
| <b>Street Address:</b>    | 6826 Hazel Avenue                |
| <b>City and Zip Code:</b> | Orangevale, CA 95662             |

**II. SCOPE**

- A. RENTER agrees to host a weekly Beer & Wine Garden on Thursdays from 5:00 pm to approximately 8:00 pm. Fees will be charged for alcoholic beverages.
- B. The RENTER is granted a revocable permit by the DISTRICT to use the property as specified herein. This permit does not create a property interest in RENTER and may be revoked at any time by DISTRICT with or without prior notice.
- C. The Farmers Market shall encourage strong community engagement and involvement, promote community-building and health outcomes, celebrate the diversity of the DISTRICT, and provide a fun and festive atmosphere that supports local agriculture.
- D. Cancellation of a Beer & Wine Garden is pursuant to the following conditions:
- Inclement weather with sustained wind speeds exceeding 20 mph
  - Any Force Majeure circumstances as detailed in paragraph XXVI.
  - Excessive heat
  - Poor and unhealthy air quality

Notification of a cancelled Beer & Wine Garden must be communicated to the DISTRICT and all vendor participants by phone message, text and/or email a minimum of three hours prior to start time if feasible. A cancellation notice will also be posted on RENTER'S web site, emailed to subscribers, and included in RENTER'S social media platforms.

### **III. RESPONSIBILITIES OF DISTRICT AND RENTER FOR SCOPE**

- A. RENTER shall provide copies to the DISTRICT, or its authorized representatives, of all permits required to operate the Beer & Wine Garden in accordance with local, county and/or state health and safety regulations.
- B. RENTER shall provide a detailed Beer & Wine Garden Work Plan that includes:
- An Alcohol Management Plan including operational guidelines/rules for the Beer & Wine Garden (sales plan, method of serving, who will serve, how ID's are checked) as indicated in the Rental Application.
  - An Emergency and Safety Plan as indicated in Rental Application. This includes Security Guards provided by the RENTER that meet the standards required in the ABC permit.
  - RENTER location and an anticipated circulation pattern.
  - Trash and recycling plan. Trash disposal and clean-up must be provided by the RENTER.
  - Staffing Plan that includes a Manager onsite whenever alcohol is present.
  - Temporary signage installed and removed each week at locations mutually agreed to by DISTRICT and RENTER. The RENTER will be responsible for providing their own signage and promotion material.
  - Copy of ABC License/Permit
  - Certificate of Insurance (see Exhibit B)
- F. DISTRICT shall provide the following in support of the Beer & Wine Garden:
- Approved use of the property each Thursday from approximately 3:00 pm until 8:00 pm
  - Provide indoor restroom facilities for RENTER and customers, and maintenance of the restroom facilities
  - Access to parking for RENTER and patrons on rental dates.
  - Waste services in support of the Beer & Wine Garden as needed and mutually agreed to by both parties
  - Ongoing park maintenance

### **IV. AUTHORITY OF RENTER PERFORMING SCOPE OF WORK**

RENTER is to provide and perform the scope of services covered by this Agreement. RENTER, including RENTER'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. RENTER shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind

Exhibit A

DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

**V. RESERVED**

**VI. PERSONNEL**

RENTER shall provide the organization, staffing and management of weekly Beer & Wine Garden. RENTER shall provide a list of subcontractors and/or partners, if any, and their specific roles for the Event(s). Key contacts for this project shall be as follows:

DISTRICT: Barry Ross, District Administrator  
(W) 916-988-4373 \* (C) 916-203-9728 \* [barry@ovparks.com](mailto:barry@ovparks.com)

DISTRICT: Jason Bain, Recreation Supervisor  
(W) 916-988-4373 \* (C) 916-847-2607 \* [jason@ovparks.com](mailto:jason@ovparks.com)

RENTER: Kim Bayne, Executive Director  
(916) 672-7082 \* [kim@orangevalechamber.com](mailto:kim@orangevalechamber.com)



**EXHIBIT B to Agreement  
between the ORANGEVALE RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT",  
and ORANGEVALE CHAMBER OF COMMERCE  
hereinafter referred to as "RENTER"**

**INSURANCE RELATED PROVISIONS**

**A. INDEMNIFICATION**

1. The RENTER shall indemnify, defend, and hold harmless DISTRICT, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the RENTER'S use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.

**B. INSURANCE REQUIREMENTS**

1. 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.
  - a. Such insurance shall name 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.
  - b. 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.

- 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 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 RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

**C. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, & REGULATIONS**

1. A RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility, public gatherings, and the sale and service of alcoholic beverages.
2. The RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The RENTER 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. DISTRICT reserves the right to immediately revoke RENTER'S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

**EXHIBIT C to Agreement  
between the ORANGEVALE RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT",  
and ORANGEVALE CHAMBER OF COMMERCE  
hereinafter referred to as "RENTER"**

**BUDGET REQUIREMENTS**

**I. FEE SCHEDULE PAYMENT TO DISTRICT**

The Total Minimum Payment Amount under this Agreement is:

- \$50.00 per rental date; plus
- a one-time \$500 Security Deposit for 2023.

The security deposit is for incidental damages or extra DISTRICT staff time required for park clean-up or repair due to Beer & Wine Garden. DISTRICT will notify RENTER of situations requiring the use of security deposit funds. Security fund balance will be returned to RENTER at the conclusion of this Agreement. If the full security deposit amount is exhausted, then another \$500 deposit will be required before the Beer & Wine Garden will be allowed to continue.

**II. RESERVED**

**III. WORK NOT IN SCOPE OF SERVICES**

If either party (RENTER or DISTRICT) requests work to be performed that the other party believes is outside of the original scope of work covered by this Agreement, they shall immediately notify the other party in writing. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until both parties approve such request in writing and authorize an amendment to the Agreement approved and executed by both parties.

**IV. PAYMENTS**

DISTRICT shall address and submit all invoices associated with this Agreement by U.S. mail, email, or personal delivery to the RENTER.

The RENTER shall send security deposit and payments to the following address:  
Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale, CA 95662  
Attn: Accounts Receivable

# STAFF REPORT



DATE: 2/16/23

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

**SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD ORANGEVALE'S SUMMER PALOOZA EVENT IN ORANGEVALE COMMUNITY PARK ON JUNE 16-18, 2023**

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## **RECOMMENDATION**

Approve the agreement with All Events Management Group to hold Orangevale's Summer Palooza in Orangevale Community Park on June 16-18, 2023.

## **BACKGROUND**

Lisa Montes from AEMG, Inc. submitted a special event application to hold Orangevale's Summer Palooza at the Orangevale Community Park. The Orangevale Summer Palooza event was held during the same weekend in 2022, and helped bring back the spirit of the Orangevale Town Fair. This event will host live music, carnival booths and rides, food and beverages within a fenced in area. The equipment utilized during this event will include carnival rides, stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, and sound equipment. The event will feature a 40<sup>th</sup> anniversary celebration for OVparks on Sunday, June 18. This event will be utilizing the District's electrical hook-ups and water. The expected attendance for this three-day event is 10,000 people. The rental fee for the event is \$2,480.

## **RECOMMENDED MOTION**

I move we approve the Agreement with All Events Management Group to hold Orangevale's Summer Palooza in Orangevale Community Park on June 16-18, 2023, and authorize the District Administrator to execute the agreement.

## PERMIT AGREEMENT

This Agreement is made and entered into this 16<sup>th</sup> day of February 2023, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the “District”, and the All Events Management Group, hereinafter referred to as the “Permittee”.

### RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the *Orangevale’s Summer Palooza* community special event for the public on June 16 – June 18, 2023

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

### SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Orangevale’s Summer Palooza June 16 – June 18, 2023 (the “Event”) for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the “Application”), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Sunday, June 11, 2023, and is required to complete Event take-down and cleanup by Monday, June 19, 2023, at 5:00 p.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Monday, June 19, 2023, at 5:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee’s officials from June 11 – June 19, 2023, in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than June 19, 2023, at 5:00 p.m. Under no circumstances shall Permittee and/or Permittee’s exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities

authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

### **NATURE OF THE INTEREST GRANTED**

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title, or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

### **FEES**

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than March 17, 2023, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of two thousand four hundred and eighty dollars (**\$2,480.00**) (the “Rental Fee”) no later than April 10, 2023.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

- Within 89 to 60 days prior to the event, 50% of the Deposit
- Within 59 to 30 days prior to the event, 25 % of the Deposit
- Within 29 to 1 days prior to the event, 0% Deposit.

### **CHARGES BY PERMITTEE**

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee’s exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

### **OBLIGATIONS OF DISTRICT**

5. Provided Permittee has paid all fees required under this Agreement, complied with all requirements and is not in breach thereof, District understands and agrees to do the following:

- a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.
- b. District shall furnish Permittee with electrical and water usage within the capacity of the District’s facilities, for the Event from June 16 thru June 18, 2023 only.
- c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.
- d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.
- e. District shall refer all participant inquiries for the Event to Permittee.

## OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:
  - a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, June 9, 2023, with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 20, 2023, to determine pre and post event facility conditions and damage.
  - b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Tuesday, June 20, 2023. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.
  - c. Permittee shall provide District with a proposed layout for the Event no later than April 10, 2023 for review by the District. Any feedback on the layout for the Event shall be given no later than April 14, 2023. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.
  - d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).
  - e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.
  - f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and



approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 11, 2023. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes, and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

l. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive, and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests, or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

#### **INDEMNIFICATION**

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in any way connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

## INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by

this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

#### **ASSIGNMENT OF AGREEMENT**

9. Permittee shall have no right, authority, or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

#### **DEFAULT**

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

### **HAZARDOUS SUBSTANCES**

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

### **CANCELLATION BY PERMITTEE**

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

## **INCLEMENT WEATHER POLICY**

17. The District reserves the right to cancel or suspend outdoor facility use due to current or forecasted weather or environmental concerns that pose a threat to the safety of Event participants or the grounds of the facility. The District Administrator or designated representative shall have the authority to close any park grounds. Certain park areas and facilities can withstand adverse weather better than others. A common sense approach will be taken, depending upon the rental area and the specific weather conditions. In matters of weather/environmental concerns, the Permittee and a District representative will discuss to clarify if the rental can be held in a safe manner, with the District having the final decision. If the District receives a total of 1.5" of rain, it will close outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

## **NOTICE**

18. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale, CA 95662

AEMG, INC  
Lisa Montes  
6129 Rich Hill Drive  
Orangevale, CA 95662

## **NEGATION OF PARTNERSHIP**

19. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

## **WAIVER**

20. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant, or condition of this Agreement.

**MISCELLANEOUS PROVISIONS**

21. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

22. This instrument contains all agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

24. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

25. Both parties represent, covenant, and warrant that they have full authority to enter into and execute this Agreement

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND  
PARK DISTRICT**

**ALL Events Management Group**

By \_\_\_\_\_  
Barry Ross, District Administrator

By \_\_\_\_\_  
Lisa Montes, AEMG, INC President



# Orangevale Recreation & Park District

6826 Hazel Avenue Orangevale, CA 95662  
 Phone (916) 988-4373 \* Fax (916) 988-3496 \* info@ovparks.com

District Use Only

Booking #: \_\_\_\_\_

Appl. Date: \_\_\_\_\_

## SPECIAL EVENT RENTAL APPLICATION

Please fill out this form completely and submit with payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

### RENTAL CUSTOMER

Name of Applicant: Lisa Montes

Address: 6129 Rich Hill Dr City/State/Zip: Orangevale Ca 95662

Phone #: 916.532.6069 Email: Lisa@alleventsplus.net

Sponsoring Organization/Company: All Events Mgt Group (Women Veterans Giving/ORPD -Event Partners)

Authorized Organization Representative: Vanessa Kinch Jenn Gustafson and Melissa Washington

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act on the group's behalf.

Type of Organization:  Non Profit  Private  Corporation  Other \_\_\_\_\_

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: \_\_\_\_\_

Organization Web Site: www.ovsummerpalooza.com Organization Email: info@ovsummerpalooza.com

Name of Event Organizer (if different from applicant): \_\_\_\_\_

Alternate Contact Name: Vanessa Kinch Phone/Email: 916.467.0033 Vmontes22@yahoo.com

### FACILITY REQUESTED

• **Orangevale Community Center - 6826 Hazel Avenue**

Field Area

• **Orangevale Community Park - 7301 Filbert Avenue**

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: grass area around the horse arena for parking use

### EVENT INFORMATION

Event Name: Orangevale Summer Palooza

Event Date(s): June 16-18-2023 Day(s) of week:  M  T  W  Th  F  Sat  Sun

Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

| Set up time  | Event time   | Clean up time  |
|--|--|--|
| From: 6.11.23 8am <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: 6.16.23 4pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | From: 6.18.23 7pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To: 6.16.23 3pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm   | To: 6.18.23 7pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm   | To: 6.19.23 3 pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm  |

Type of Event:  Concert  Festival  Celebration  Run/Walk  Other \_\_\_\_\_

Purpose of Event: Community Celebration that will economically support local service and non profits

Overall Estimated Attendance: 10,000 Daily 834 Adults 500 Children 334

Has this event been produced before?  Yes  No If yes, previous attendance: 6732

If yes, list previous name, date and location of event: OV Summer Palooza (same location) Father's Day weekend 2022



**EVENT INFORMATION cont'd**

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.  
Vendors, Carnivals, Entertainment, Live Music, Food Specialtiy. Special equipment ; trailers, power, stage, lighting, and sound

How does the community of Orangevale benefit from this event?  
This bring folks out from the community and surrounding areas. The event supports local non-profit, service organizations and schools with proceeds and contributes to the economic impact to local businesses.

Is this a Public or Private event?  Public  Private  Other \_\_\_\_\_

If public, please give name, phone number and website for public event information: All Events - 916.934.2207 www.ovsummerpalooza

Will a charge, fee, or donation be collected for this event?.....  Yes  No

If yes, for what purpose will the proceeds be used? .....  Financial Gain  Charity  Fundraiser  Cost of Event

Please list the type (i.e., admission, food charge) and amount of charge:

Parking \$7 (proceeds benefit local organizations) Admission \$2-3 helps cover event cost

Will there be religious, political, or union activities?.....  Yes  No

Will food be served at the event? .....  Yes  No

If yes, and you are using a caterer, please list caterer's name and phone # Various concession - TBA

Will alcohol be  served or  sold at your event? .....  Yes  No

If yes, please list the time alcohol will be served Hours Open - Bar closes 30 minutes prior to closing for day

Will you be bringing any apparatus, equipment, or additional tables and chairs to your event?.....  Yes  No

If yes, please list Staging, lighting, power, tables, chairs, pop-up tents and misc

At your event, will there be a .....  Live Band  Recorded Music  Public Address  DJ

**INSURANCE REQUIREMENTS**

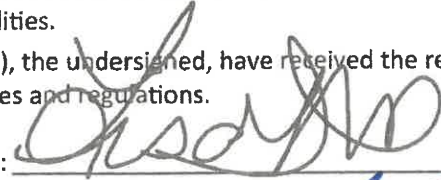
The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

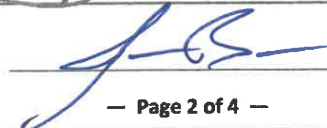
I will provide my own insurance.  I wish to purchase insurance from the District.

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE:  DATE: 10.27.2022

REVIEWED BY OVPARKS REPRESENTATIVE:  DATE: 2/16/22

**SUPPLEMENTAL SPECIAL USE APPLICATION**

A Supplemental Special Use Application will be required if your event plans to have any of the following: a) over 200 participants, b) amplified music, c) alcohol sales, d) food sales, or e) participant entry fee. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

**EVENT NAME:** Orangevale Summer Palooza

**Set-Up – List below the days/dates needed to set up the event.**

Day 1: Day of Week Sunday Date June 11 2023 to Start Time 1pm End Time to  
Day 2: Day of Week Friday Date June 16 2023 Start Time \_\_\_\_\_ End Time 2 pm

**Event Dates – List below the days/dates of the event.**

Day 1: Day of Week Friday Date June 16 2023 Start Time 4 pm End Time 11 pm  
Day 2: Day of Week Saturday Date June 17 2023 Start Time 12 noon End Time 11 pm  
Day 3: Day of Week Sunday Date June 18 2023 Start Time 12 noon End Time 7 pm  
Day 4: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

**Tear-Down Dates – List below the days/dates needed to tear-down the event.**

Day 1: Day of Week Sunday Date June 18 2023 Start Time 7pm End Time to  
Day 2: Day of Week Monday Date June 19 2023 Start Time \_\_\_\_\_ End Time 3pm

**EVENT SITE PLAN/MAP**

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 1/2" x 11" or 8 1/2" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

**EVENT ACTIVITY PLAN**

Check all activities that apply and items used in conjunction with those activities that will be at your event. Please mark the location of these activities and items on your Site Plan/Map.

**Entertainment**

- Amplified Music – Live Hours – Start 12 noon End 11 pm
- Amplified Music – Recorded Hours – Start 12 noon End 11 pm
- Carnival Booths/Rides Hours – Start 12 noon End 11 pm
- Other \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Sporting Activities**

- Type Horse Show Hours – Start 12 noon End 6 pm
- Type Corn Hole Tournament Hours – Start 11 am End 4 pm

**Vendors**

- Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

**Equipment**

Use of tents, temporary structures, staging, portable seating, fencing, portable generators subject to Sacramento Metro Fire District inspection & permit.

- Stage(s)  Dance Floor(s)  Portable Seating
- Fencing  Tents & Canopies  Portable Hand Wash Station
- Electrical Generators  Portable Restrooms  Other
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: Horse show -pony rides
- Vehicles on event grounds – car show, etc Explain: Car show
- I request overnight camping. Explain:
- Public Address, Microphone, Loud Speaker(s) P A for announcement and emergency notifications
- I request access to an Orangevale Recreation & Park District water source
- I request access to an Orangevale Recreation & Park District electric source

**SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd**

**ALCOHOL MANAGEMENT PLAN**

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor under-age drinking, and if you have an alcohol sponsor(s).

**PARKING & TRAFFIC MANAGEMENT PLAN**

Please describe your plan for parking and traffic control for your event. Your traffic plan may need review by the Sacramento County Sheriff's Department and/or the California Highway Patrol. Please indicate parking locations and traffic flow control on your site plan.

**SANITATION, WASTE & UTILITY PLAN**

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Please describe your plan for waste collection and removal. You are required to provide restroom accommodations for event attendees. Depending on the size and location of your event, you may need to rent portable restrooms. You may also be required to provide hand washing stations. Please describe your plan for providing these items.

**STAFFING PLAN**

Please describe your plan for staffing your event. Include in your description the number and type of staff at your event.

**EMERGENCY AND SAFETY PLAN**

Please describe your plan for handling emergencies at your event. Include in your description provision for security guards, on-site medical treatment (first aid station or ambulance), and evacuation plan in an emergency. Also include your plan for addressing accessibility to your event for persons with disabilities.

**EVENT MARKETING PLAN**

Please ensure that you have event approval before you begin to market, advertise or promote your event. Please describe your plan for marketing your event, once you have approval. Please include radio, television, and other media you will be utilizing and if you plan on placing signs or banners on District property.

**NOTIFICATION PLAN**

An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery and provide District with written proof that such notifications have been made. Please describe your plan for handling notification.

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE:  DATE: 10.27.2022

REVIEWED BY OVPARKS REPRESENTATIVE:  DATE: 2/10/22

**Submit**

# STAFF REPORT



DATE: 2/16/23

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

**SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD BOW WOW DAYS – A PETICULAR EVENT IN ORANGEVALE COMMUNITY PARK ON SEPTEMBER 23, 2023**

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## **RECOMMENDATION**

Approve the agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 23, 2023.

## **BACKGROUND**

Lisa Montes from AEMG, Inc. submitted a special event application to hold Bow Wow Days – A Peticular Event at the Orangevale Community Park. The event location will be around the walking path that surrounds the soccer field near the Filbert parking lot and the Oak gravel parking lot. The event is also requesting the non-exclusive use of the Horse Arena parking lot, the Oak Ave. gravel parking lot, and the Filbert Ave. parking lot. This event is a pet awareness event with demonstrations, info on pet care, pet adoptions, music, food, vendors, and crafts. This event will run from 9am to 1pm on September 23. The rental fee for the event is \$700.

## **RECOMMENDED MOTION**

I move we approve the Agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 23, 2023, in Orangevale Community Park and authorize the District Administrator to execute the agreement.

## **PERMIT AGREEMENT**

This Agreement is made and entered into this 16<sup>th</sup> day of February 2023, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the “District”, and Lisa Montes “All Events Management Group or AEMG”, hereinafter referred to as the “Permittee”.

### **RECITALS**

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the Bow Wow Days – A Peticular Event, community special event for the public on September 23, 2023.

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

### **SCOPE OF PERMIT AND USE OF PROPERTY**

1. District agrees to grant Permittee the non-exclusive right to use the Property for Bow Wow Days A Peticular Event, September 23, 2023 (the “Event”) for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the “Application”), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Saturday, September 23, 2023, at 6am and is required to complete Event take-down and cleanup by Saturday September 23, 2023, at 5pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, September 23, 2023, at 5pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than September 23, 2023, at 5pm. Under no circumstances shall Permittee and/or Permittee’s exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying

any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

#### **NATURE OF THE INTEREST GRANTED**

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title, or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

#### **FEES**

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than June 23, 2023. The Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of Seven hundred dollars (**\$700**) (the "Rental Fee") no later than June 23, 2023.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

Within 89 to 60 days prior to the event, 50% of the Deposit  
Within 59 to 30 days prior to the event, 25 % of the Deposit  
Within 29 to 1 days prior to the event, 0% Deposit.

#### **CHARGES BY PERMITTEE**

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

#### **OBLIGATIONS OF DISTRICT**

5. Provided Permittee has paid all fees required under this Agreement, complied with all of the requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event on September 23, 2023 only.

c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

## OBLIGATIONS OF PERMITTEE

6. Permittee understands and agrees to do the following:
  - a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, September 22, 2023, with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 25, 2023 to determine pre and post event facility conditions and damage.
  - b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, September 25, 2023. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.
  - c. Permittee shall provide District with a proposed layout for the Event no later than August 21, 2023, for review by the District. Any feedback on the layout for the Event shall be given no later than August 25, 2023. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.
  - d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).
  - e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.
  - f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the



period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, August 21, 2023. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

l. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

#### **INDEMNIFICATION**

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in any way connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

## INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance. Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability,

property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

### **ASSIGNMENT OF AGREEMENT**

9. Permittee shall have no right, authority, or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

### **DEFAULT**

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities.

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized.

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings.

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business.

e. The general assignment of this Permit by Permittee for the benefit of creditors.

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

### **HAZARDOUS SUBSTANCES**

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

### **CANCELLATION BY PERMITTEE**

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

## **INCLEMENT WEATHER POLICY**

17. The District reserves the right to cancel or suspend outdoor facility use due to current or forecasted weather or environmental concerns that pose a threat to the safety of Event participants or the grounds of the facility. The District Administrator or designated representative shall have the authority to close any park grounds. Certain park areas and facilities can withstand adverse weather better than others. A common-sense approach will be taken, depending upon the rental area and the specific weather conditions. In matters of weather/environmental concerns, the Permittee and a District representative will discuss to clarify if the rental can be held in a safe manner, with the District having the final decision. As a guideline, if the District receives a total of 1.5" of rain, it will close outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

## **NOTICE**

18. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale, CA 95662

AEMG, INC  
Lisa Montes  
6129 Rich Hill Drive  
Orangevale, CA 95662

## **NEGATION OF PARTNERSHIP**

19. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

## **WAIVER**

20. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition, or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, condition, or covenant of this Agreement.

**MISCELLANEOUS PROVISIONS**

21. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

22. This instrument contains all agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

24. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

25. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement.

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND  
PARK DISTRICT**

**ALL EVENTS MANAGEMENT GROUP  
LISA MONTES**

By \_\_\_\_\_  
Barry Ross, District Administrator

By \_\_\_\_\_  
Lisa Montes, AEMG, INC President



# Orangevale Recreation & Park District

6826 Hazel Avenue Orangevale, CA 95662  
 Phone (916) 988-4373 \* Fax (916) 988-3496 \* info@ovparks.com

|                   |
|-------------------|
| District Use Only |
| Booking #: _____  |
| Appl. Date: _____ |

## SPECIAL EVENT RENTAL APPLICATION

Please fill out this form completely and submit with payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

### RENTAL CUSTOMER

Name of Applicant: LISA MONTES  
 Address: 6129 RICH HILL DRIVE City/State/Zip: ORANGEVALE CA 95662  
 Phone #: 9165326069 Email: LISA@ALLEVENTSPPLUS.NET  
 Sponsoring Organization/Company: ALL EVENTS MANAGEMENT GROUP  
 Authorized Organization Representative: LISA MONTES

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act on the group's behalf.

Type of Organization:  Non Profit  Private  Corporation  Other \_\_\_\_\_

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: \_\_\_\_\_

Organization Web Site: bowwowdays.com Organization Email: info@bowwowdays.com

Name of Event Organizer (if different from applicant): SAME

Alternate Contact Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

### FACILITY REQUESTED

- Orangevale Community Center - 6826 Hazel Avenue
  - Field Area
- Orangevale Community Park - 7301 Filbert Avenue
  - Disc Golf Course
  - Pavilion & Stage Area
  - Horse Arena
  - Oak & Filbert Area
  - Stone Amphitheater

Other Facility: AREA WHERE POW WOW DAYS IS HELD

### EVENT INFORMATION

Event Name: BOW WOW DAYS - A PETICULAR EVENT

Event Date(s): September 23, 2023 Day(s) of week:  M  T  W  Th  F  Sat  Sun

Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

| Set up time |   | Event time |  | Clean up time |  |
|-------------|---|------------|--|---------------|--|
| From:       | 6 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm    | From:      | 9 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From:         | 1 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To:         | 8:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | To:        | 1 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To:           | 3 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |

Type of Event:  Concert  Festival  Celebration  Run/Walk  Other COMMUNITY PET EVENT

Purpose of Event: BRING AWARENESS TO PET NEEDS - ADPOTIONS, CARE, AND DEMONSTRATIONS

Overall Estimated Attendance: 500 Daily \_\_\_\_\_ Adults 400 Children 100

Has this event been produced before?  Yes  No If yes, previous attendance: \_\_\_\_\_

If yes, list previous name, date and location of event: SAME



**SUPPLEMENTAL SPECIAL USE APPLICATION**

A Supplemental Special Use Application will be required if your event plans to have any of the following: a) over 200 participants, b) amplified music, c) alcohol sales, d) food sales, or e) participant entry fee. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

**EVENT NAME:** same as page 1 \_\_\_\_\_

*Set-Up – List below the days/dates needed to set up the event.*  
Day 1: Day of Week Saturday Date 9.23.2023 Start Time 6:00 am End Time 9:00 am  
Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

*Event Dates – List below the days/dates of the event.*  
Day 1: Day of Week Saturday Date 9.23.2023 Start Time 9:00 am End Time 1:00 pm  
Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
Day 3: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
Day 4: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

*Tear-Down Dates – List below the days/dates needed to tear-down the event.*  
Day 1: Day of Week Saturday Date 9.23.2023 Start Time 1:00 pm End Time 3:00 pm  
Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

**EVENT SITE PLAN/MAP**

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 1/2" x 11" or 8 1/2" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

**EVENT ACTIVITY PLAN**

Check all activities that apply and items used in conjunction with those activities that will be at your event. Please mark the location of these activities and items on your Site Plan/Map.

**Entertainment**

- Amplified Music – Live Hours – Start 10am End 1 pm
- Amplified Music – Recorded Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Carnival Booths/Rides Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Other \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Sporting Activities**

- Type \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Type \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Vendors**

- Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

**Equipment**

*Use of tents, temporary structures, staging, portable seating, fencing, portable generators subject to Sacramento Metro Fire District inspection & permit.*

- Stage(s)  Dance Floor(s)  Portable Seating
- Fencing  Tents & Canopies  Portable Hand Wash Station
- Electrical Generators  Portable Restrooms  Other
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: Adoptions agency and demonstrations
- Vehicles on event grounds – car show, etc Explain:
- I request overnight camping. Explain:
- Public Address, Microphone, Loud Speaker(s) just announcement from stage - music
- I request access to an Orangevale Recreation & Park District water source
- I request access to an Orangevale Recreation & Park District electric source

**EVENT INFORMATION cont'd**

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.  
THIS WILL BE A PET AWARENESS EVENT. DEMONSTRATIONS, PET CARE, PET ADOPTIONS, MUSIC, FOOD, VENDORS AND CRAFTS.

How does the community of Orangevale benefit from this event?  
Community will have the opportunity to connect with resources pertaining to the well being and care of thier favorite pet. Wander through dozens of animal rescue groups, adopt a pet, eat, shop, and enjoy the animal exhibitors and exhibitions and more!

Is this a Public or Private event?  Public  Private  Other \_\_\_\_\_

If public, please give name, phone number and website for public event information: same as organizer

Will a charge, fee, or donation be collected for this event?..... Yes  No

If yes, for what purpose will the proceeds be used? .....  Financial Gain  Charity  Fundraiser  Cost of Event

Please list the type (i.e., admission, food charge) and amount of charge:

Admission is free, both space and sponsorship will be solicited to contribute the cost of the event and proceeds will benefit animal outreach programs

Will there be religious, political, or union activities?..... Yes  No

Will food be served at the event? ..... Yes  No

If yes, and you are using a caterer, please list caterer's name and phone # Food trucks

Will alcohol be  served or  sold at your event? ..... Yes  No

If yes, please list the time alcohol will be served \_\_\_\_\_ in a specific designated area

Will you be bringing any apparatus, equipment, or additional tables and chairs to your event?..... Yes  No

If yes, please list sound, tables, chairs and shade umbrellas

At your event, will there be a .....  Live Band  Recorded Music  Public Address  DJ

**INSURANCE REQUIREMENTS**

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

I will provide my own insurance.  I wish to purchase insurance from the District.

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: [Signature] DATE: 10.27.2022

REVIEWED BY OVPARKS REPRESENTATIVE: [Signature] DATE: 2/10/23

**SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd**

**ALCOHOL MANAGEMENT PLAN**

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor under-age drinking, and if you have an alcohol sponsor(s).

**PARKING & TRAFFIC MANAGEMENT PLAN**

Please describe your plan for parking and traffic control for your event. Your traffic plan may need review by the Sacramento County Sheriff's Department and/or the California Highway Patrol. Please indicate parking locations and traffic flow control on your site plan.

**SANITATION, WASTE & UTILITY PLAN**

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Please describe your plan for waste collection and removal. You are required to provide restroom accommodations for event attendees. Depending on the size and location of your event, you may need to rent portable restrooms. You may also be required to provide hand washing stations. Please describe your plan for providing these items.

**STAFFING PLAN**

Please describe your plan for staffing your event. Include in your description the number and type of staff at your event.

**EMERGENCY AND SAFETY PLAN**

Please describe your plan for handling emergencies at your event. Include in your description provision for security guards, on-site medical treatment (first aid station or ambulance), and evacuation plan in an emergency. Also include your plan for addressing accessibility to your event for persons with disabilities.

**EVENT MARKETING PLAN**

Please ensure that you have event approval before you begin to market, advertise or promote your event. Please describe your plan for marketing your event, once you have approval. Please include radio, television, and other media you will be utilizing and if you plan on placing signs or banners on District property.

**NOTIFICATION PLAN**

An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery and provide District with written proof that such notifications have been made. Please describe your plan for handling notification.

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: 10.27.22

REVIEWED BY OVPARKS REPRESENTATIVE: \_\_\_\_\_

DATE: 2/10/23

**Submit**

# STAFF REPORT



DATE: 2/16/23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: **APPROVAL OF THE 2023 EDITION OF THE OVPARKS PERSONNEL POLICY MANUAL**

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## **RECOMMENDATION**

Approve the draft of the 2023 Personnel Policy Manual for the District and direct the staff to make it the official Personnel Policy Manual by replacing the 2016 edition with this updated edition.

## **BACKGROUND**

Staff began working on updating this 102-page manual in June 2021. Seven staff reviewed it in sections. In addition to making many grammatical corrections, staff also identified many sections that they suspected needing updates. Those sections were forwarded to Human Resources legal counsel provided to us by CAPRI. Patti Eyres is the attorney who reviewed these sections and provided valuable guidance and updates. Staff has inserted the updated policies into the appropriate sections of the manual, and we are presenting to you our final draft.

## **RECOMMENDED MOTION**

I move that we approve the draft of the 2023 Personnel Policy Manual for the District and direct the staff to make it the official Personnel Policy Manual by replacing the 2016 edition with this updated edition.

# **Orangevale Recreation & Park District**

## **DRAFT**

# **Personnel Policy Manual**

**Revised February 2023**

6826 Hazel Avenue • Orangevale, CA 95662  
(916) 988-4373 • Fax (916) 988-3496  
[www.OVparks.com](http://www.OVparks.com)

Page 1 of 102



**Orangevale Recreation & Park District  
Personnel Policy Manual**

**RECEIPT AND ACKNOWLEDGMENT**

**THESE PERSONNEL POLICIES MUST BE READ AND THE RECEIPT AND ACKNOWLEDGMENT FORM ON PAGES 5-6 RETURNED TO HUMAN RESOURCES (HR) WITHIN TWO WEEKS OF EMPLOYMENT**

I acknowledge that I have received a copy of the Orangevale Recreation & Park District's Personnel Policy Manual, revision date April 2016. I agree to familiarize myself with the information in these policies and to observe the procedures set forth in these policies.

I understand that these policies supersede and replace any previously issued bulletins or summaries, and I understand the contents of these policies are presented as a matter of information only and are not to be construed as a contract between the District and any of its employees. I also understand and agree that the District may change, rescind or add to any procedures, benefits or practices described in these policies from time to time in its sole and absolute discretion, with or without prior notice to me or other employees.

I further understand that my employment is not for a specified term and that it might be terminated at any time with or without cause either by me or by the District. I understand that no agreement contrary to the foregoing has been made with me and that no person has authority to enter into any agreement for employment for a specified period of time or to make any agreement contrary to the foregoing.

I have received and carefully read the foregoing Receipt and Acknowledgment and know and understand its contents, and I sign the same of my own free will and deed.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (type or print)





**Orangevale Recreation & Park District  
Personnel Policy Manual**

**RECEIPT AND ACKNOWLEDGMENT**

PLEASE READ THE PERSONNEL POLICIES MANUAL  
AND FILL OUT AND RETURN THIS PORTION TO THE PERSONNEL  
DEPARTMENT WITHIN TWO WEEKS OF EMPLOYMENT

**Acknowledgment of Personnel Policies**

I acknowledge that I have received a copy of the Orangevale Recreation & Park District's Personnel Policy Manual, revision date \_\_\_\_\_. I understand that I am responsible for reading the Manual and for knowing and complying with the policies set forth in the Manual during my employment with the District.

I understand that these policies supersede and replace any previously issued bulletins or summaries. I further understand, however, that the policies contained in the Manual are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that the District has the right to amend, interpret, modify, or withdraw any of the provisions of the Manual at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's policies or procedures, I should consult the District's Human Resources.

**I understand and agree that my relationship with the District is "at-will," which means that my employment is for no definite period and may be terminated by me or by the District at any time and for any reason, with or without cause or advance notice. I also understand that the District may demote or discipline me or otherwise alter the terms of my employment at any time at its discretion, with or without cause or advance notice.**

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the District Administrator, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the District Administrator. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

**Acknowledgment of Drug and Alcohol Policies**

I acknowledge that I have read and received a copy of the District's Drug and Alcohol Policies (page 21). I further understand that I am responsible for complying with these policies and any investigations set forth because of these policies. I further understand that my failure to comply with these policies will result in personnel action, up to and including termination of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (type or print)

## **Orangevale Recreation & Park District**

### **Policy Against Harassment and Discrimination**

It is the policy of the District to treat all individuals with respect and dignity. Each person has the right to work in a professional environment which promotes equal opportunity and is free from discriminatory practices and harassment. The District will not tolerate any form of harassment or other prohibited discrimination based on race, color, ethnicity, religion, creed, ancestry, national origin, Citizenship, age, physical or mental disability, medical condition, genetic characteristics, sex/gender, marital or registered domestic partner status, sexual orientation, gender identity or expression, or military or veteran status, or any other characteristic or classification protected by local, state or federal law. Any person who engages in harassment, prohibited discrimination or any related inappropriate conduct may be subject to discipline, including but not limited to termination of employment.

All phases of the employment relationship including recruitment, testing, hiring, upgrading, reasonable accommodation or return to work processes, promotion/demotion, layoffs, discipline, rates of pay, benefits and selection for training are covered by this policy.

Because the District is committed to a workplace free of discrimination and harassment of any kind, the District policy sets a higher standard for behavior than is set by the law. Under both Federal and state law, illegal harassment occurs when it is objectively based on a person's protected characteristic as listed above, and the harassment reaches a level that is sufficiently severe or pervasive to alter a person's working conditions. However, the District's policy against discrimination and harassment covers all harassing, discriminatory or bullying behavior, whether or not it would be found to be illegal. This policy reflects the District's desire to maintain work environments that are harmonious and productive. Therefore, District employees at every level are expected to adhere to a standard of conduct during the course and scope of employment that under no circumstances engage in behavior that constitutes any type of harassment based on an individual's protected characteristics or membership in a protected class. Those found to have violated this policy will be subject to discipline that is commensurate with the severity of the offense and that is designed to stop the harassing, bullying or abusive behavior and to prevent future harassing or retaliatory conduct.

#### **1. Forms of Harassment.**

Harassment includes behavior or content that creates an offensive, intimidating, hostile or abusive work environment and includes, but is not limited to:

- a. Verbal Harassment.** Examples could include epithets, derogatory comments, jokes, or slurs on the basis of a protected class (race, color, religion, national origin, ancestry, disability, medical condition, genetic characteristics, marital status, sex, sexual orientation, gender identity or expression, military or veteran status or age). This may include well-intentioned comments on a person's appearance, religious dress or grooming

practices, or race-related stories. This may also include referring to an adult as “girl” or “boy” or using terms such as “hunk,” “babe,” “stud,” or “honey.” Verbal harassment may also include sexual innuendo, graphic or explicit jokes, suggestive sounds, or stories of a sexual nature.

- b. Physical Harassment.** Examples could include assault, touching, impeding or blocking movement, grabbing, patting, leering, making express or implied job-related threats in return for submission to intimate or physical acts, taunting, or any physical interference with normal work or movement. Put simply, physical harassment may include any kind of unwanted physical contact directed toward an individual because of his or her protected characteristics or membership in a protected class. Conduct of a sexual nature does not have to be motivated by sexual desire to constitute harassment.
- c. Visual Harassment.** Examples could include posters, cartoons, photographs, drawings, video clips, gestures, or written materials which discuss or depict people based on their race, color, religion, religious dress or grooming practices, national origin, ancestry, disability, medical condition, genetic characteristics, marital status, sex (including pregnancy or childbirth), sexual orientation, gender identity and/or gender expression or age. Visual harassment may also include Internet sites, social networking sites, or other electronic media depicting material of a sexual or offensive nature, or content that is insensitive or inflammatory based on other protected characteristics.
- d. Abusive Conduct.** Abusive conduct directed toward any individual on account of their protected characteristics or membership in a protected class (race, color, religion, national origin, ancestry, disability, medical condition, genetic characteristics, marital status, sex, sexual orientation, gender identity or expression, military or veteran status or age). “Abusive conduct” is defined under California Government Code section 12950.1(g)(2) as the “conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.” Abusive conduct “may include 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.
- e. Bullying.** Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include but aren't limited to: screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit. Generally, bullying involves: (1) written, verbal, graphic or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device); (2) behavior that

substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (3) behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, The District also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or the HR Department. **Reprisal or retaliation against any person who reports an act of bullying is strictly prohibited.** Those who engage in bullying or retaliation for complaints about bullying or abusive conduct will be subject to appropriate discipline, up to and including termination.

- f. Individuals Covered Under this Policy.** This policy covers employees, (including permanent, temporary, probationary, part-time and full time), volunteers, interns, Board members, independent contractors, visitors, and vendors. The District requires reporting of all incidents of harassment and/or discrimination, regardless of the offender's identity or employment status with the District.

## **2. Policy Against Sexual Harassment**

Harassment in employment, including sexual, racial and ethnic harassment, is forbidden by law and is strictly prohibited by the District. Employees who violate this policy are subject to discipline, including possible termination.

- Physical gestures, body language, touching, or other unwelcome contact of a sexual nature
- Visual conduct, including displaying of derogatory objects or pictures, cartoons or posters
- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes

Sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances

- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal conduct, including using derogatory comments, epithets, slurs and jokes
- Verbal innuendo or sexually suggestive comments, regardless of whether they are motivated by sexual interest; propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct, including touching, assault, impeding or blocking movements
- Displaying, passing around, discussing or posting on walls or online cartoons, Internet Memes, posters, text material, commentary, pictures, or other graphic material that contains sexual content, offensive or vulgar language or pictures, whether or not directed toward any individual

Examples of sexual harassment include: (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. The District will take all reasonable steps to prevent harassment from occurring and will take immediate and appropriate action when the District knows that unlawful harassment has occurred.

### **3. Policy Against All Forms of Workplace Harassment**

**General Harassment** in employment based on sex, sexual orientation, gender identity or expression, race, ethnicity, religion, age, mental or physical disability or medical condition, pregnancy or childbirth or genetic characteristics, or other protected characteristics is forbidden by law and is strictly prohibited by the District. Employees who violate this policy are subject to discipline, including possible termination. Such harassment includes, but is not limited to:

- Visual conduct, including displaying of derogatory objects or pictures, cartoons or posters, mocking or mimicking accents, religious garb or physical/mental disabilities
- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes
- Physically making fun of or making derogatory remarks about someone's age, race, disability, or gender-related stereotypes

- Slang names or labels related to religion, race ancestry, sexual orientation, and gender identity and/or gender expression.
- Displaying or transmitting in the workplace intolerant or insensitive, cartoons, calendars, drawings, photographs, video or other electronic material or multimedia that demeans any individual or group of individuals based on race, gender, sexual orientation, gender identity, pregnancy, religious practices or values, age or disability.
- Mocking or mimicking individuals with disabilities, medical conditions, or other characteristics, whether or not directed toward any individual.
- Vulgar expressions, slurs or other intolerant language in any District workplace, regardless of the context, including without limitation political commentary, jokes or name-calling.

#### 4. Policy Against Bullying or Abusive Conduct.

In addition to harassment based on a protected characteristic, The District prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Under California law effective January 1, 2015, abusive conduct is defined as *“conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.”*

Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but aren't limited to: screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit. Generally, bullying involves: (1) written, verbal, graphic or physical acts that are demeaning, threatening, or belligerent; (2) cyberbullying, which includes but is not limited to electronically transmitted content (text, photos, videos, drawings, cartoons, etc.), transmitted via e-mail, text, social media, Internet sites, a smartphone or cell phone, a personal digital assistant (PDA), or a wireless handheld device); (3) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (4) behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, The District also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or the HR Department. **Reprisal or retaliation against any person**

**who reports an act of bullying is strictly prohibited.** Those who engage in bullying or retaliation for complaints about bullying or abusive conduct will be subject to appropriate discipline, up to and including termination.

## **5. Policy Against Retaliation.**

The District values an atmosphere of open communication for all District employees; employees who report harassment and/or discrimination will not be retaliated against by The District's management, any fellow employee, or any third party such as a vendor, supplier, or tenant. Making a report of harassment or discrimination will never, under any circumstances, be considered in any decision regarding hiring, firing, promotion, or any other term or condition of employment. Any employee who takes adverse action or otherwise retaliates against a subordinate or co-worker because that person lodged a harassment or discrimination complaint will be subject to appropriate discipline, up to and including termination.

The District expressly prohibits any form of retaliatory action or conduct against any employee for making a bona fide, good faith complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the District determines that the complaint is not bona fide or brought in good faith, or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

## **6. Complaint and Investigation Process and Corrective Action.**

It is the District's intent to prevent harassment and to encourage appropriate and respectful conduct between people. The District strongly encourages those who feel they are being harassed to use the complaint procedure set forth below. Although The District will investigate any complaint of harassment regardless of when the harassment may have occurred, those who feel they are being harassed are strongly encouraged to use the complaint procedure as soon as the harassing conduct begins. It is the District's desire to eliminate harassment at the earliest stages. Be assured that the District will take seriously any report or complaint that is raised, and will engage in an appropriate factual inquiry. If harassment is found to have occurred, the District will take immediate and appropriate corrective action to stop the harassment and prevent it from occurring in the future. Corrective action may include disciplinary action for the offending individual(s). The District will protect from retaliation the reporting or complaining party and others who participate in the District's investigation.

It is the responsibility of **every manager and supervisor** of the District to create an atmosphere free of discrimination and harassment, sexual or otherwise. In addition, it is the responsibility of each employee to respect the rights of supervisors, co-workers, customers and visitors to our facilities. Managers and supervisors are expressly required to notify the Human Resources/Risk Management Director about any complaints, reports, or observed



incidents of harassment or discrimination in any District work environment. Failure by any manager or supervisor to report known or suspected incidents of harassment may be subject to disciplinary action.

- a. **Direct Communication.** In some situations, a person may be unaware that his/her conduct is offensive. In these cases, direct communication between the individuals may be helpful to stop the behavior. If the offended person is uncomfortable talking directly to the offending party or to his/her supervisor, or if the harassing behavior is of such a serious nature that the person feels the informal step would be ineffective, he or she may proceed directly to the formal complaint step.
- b. **Formal or Informal Complaint.** Any manager or supervisor who receives a complaint of harassment is required to follow this policy. Managers or supervisors who do not comply with this policy and/or do not report complaints or reported incidents of harassment will be subject to disciplinary action.

If an employee experiences any form of harassment, or has a related complaint that the work environment is hostile, offensive, intimidating or abusive, should promptly report the matter to any supervisor or manager or to the Human Resources/Risk Management Director or to the District Administrative Officer. The complaint or report may be made orally or in writing. Employees may, but are not required to report the incident to their immediate supervisor.

All investigations will be confidential to the greatest extent possible. However, no individual may be promised anonymity or absolute confidentiality. All individuals who participate in the investigation, whether as the person reporting an incident, making a complaint, the person(s) whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.

Retaliation against any individual who participates in the investigation process in good faith is prohibited. Violations of this policy and procedure will be subject to discipline, up to and including termination for willful or repetitive violations.

- c. **Factual Inquiry/Investigation.** Upon receipt of a complaint, the District will conduct a timely investigation to determine the facts and any appropriate corrective action. The investigation is a neutral fact-finding inquiry by a qualified investigator. Should the District determine that the individual circumstances require an independent investigator to ensure impartiality, the District will take appropriate steps to engage a qualified investigator. All individuals who participate in the investigation, whether as the person making the complaint, the person(s) whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.

The District will ensure that statements of the complainant, alleged offender and all witnesses are documented thoroughly and that the investigation is conducted in a

thorough, objective and neutral manner, and is considerate of the rights and emotions of all the parties involved. After all evidence and information is collected and evaluated, the District will reach prompt and reasonable conclusions.

- d. Discipline for Purposes of Corrective Action.** If harassment is found to have occurred, the District will take appropriate disciplinary action pursuant to the District's disciplinary policy, which is commensurate with the severity of the offense.

The outcome of the investigation and a timely resolution of each complaint will be reached and communicated to the employee and the other parties involved. If an investigation has concluded that harassment occurred, the District will take immediate and appropriate remedial corrective action, up to and including termination

- e. Closure.** Once the factual inquiry is complete and a determination has been made as to the merits of the complaint, the individual who brought the complaint will be notified of the outcome and given an opportunity to address a District representative. After the matter has been closed, the District will periodically follow up with the individual who made the complaint to ensure that the harassment has been eliminated and the individual has not experienced any retaliation.

- f. Prohibited Retaliation in the Investigation Process.** The District expressly prohibits any form of retaliatory action or conduct against any employee for making a bona fide, good faith complaint under this policy or for assisting in a complaint investigation. Retaliation or threats of retaliation will not be tolerated and will be subject to disciplinary action, up to and including termination of employment.

- g. Other Remedies.** In addition, if an employee believes that harassment has occurred, she or he may, within one year of the harassment, file a complaint of discrimination with the California Department of Fair Employment and Housing. The address of the nearest office of the Department of Fair Employment and Housing can be found on the poster located in the District offices and every District facility or worksite. The Department will serve as a neutral fact finder and will attempt to help the parties voluntarily resolve the dispute. No action will be taken against any employee in any manner for opposing harassment or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing with respect to harassment.

## **7. Protection Against Retaliation.**

The District recognizes the seriousness of harassment and/or discrimination. It will not permit retaliation by any member of the District who makes a report of harassment, discrimination or who participates in any harassment/discrimination-related investigation

or hearing. Retaliation or threat of retaliation is itself a serious violation of this policy and should be reported immediately. Retaliation or threatened retaliation is subject to the same disciplinary actions as harassment and/or discrimination, up to including termination of employment.

I hereby acknowledge that I have received and read the District's Policy Against Harassment and Discrimination and understand the procedure for reporting any incidents which I feel constitute harassment and/or discrimination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (type or print)



## Orangevale Recreation & Park District

### Driving and Traffic Violation Policy

We deeply value the safety and well-being of all employees. Due to the risk of motor vehicle accidents resulting from traffic congestion, unsafe driving habits, road conditions and distraction, Orangevale Recreation and Park District (OVparks) is instituting a safety driving policy and rules. This safety policy applies to all employees who operate a motor vehicle on OVparks business and/or OVparks time, whether operating a OVparks vehicle or personal vehicle.

#### Safety Rules

1. Inspect vehicles prior to use to ensure that they are in safe operating condition.
  - a. If a vehicle does not pass inspection, the vehicle will be taken out of service for any necessary parts or repairs.
  - b. Vehicles are not to be operated unless in a safe operating condition and passes the Vehicle Safety Checklist.
2. Drivers must be physically and mentally able to drive safely. Fatigue, medications and physical injuries can affect an employee's ability to safely operate a vehicle.
3. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions. Speeding and aggressive behavior will not be tolerated.
4. Seat belts must be worn whenever a vehicle is in motion.
5. Cell phone usage, including texting, is prohibited while driving for OVparks purposes.
6. Hitchhikers and passengers other than OVparks employees 18 years old and older are not permitted at any time.
7. Cargo should be secured with ropes and/or cargo netting as needed.
8. Respect the rights of other drivers and pedestrians.
9. Drivers may not be under the influence of drugs, alcohol, or any substance that results in physical, cognitive, or mental impairment of the driver while operating any District equipment or vehicles for OVparks purposes.
10. If an employee has a change in license status, including a renewal, he or she must give a copy of his or her new license to the supervisor for the employee's file.
11. Employees are responsible for maintaining a valid driver's license

**Safety Rules Enforcement** Employees will be subject to disciplinary action up to and including termination for violating any of the above rules.

1. All doors should be locked, both when the vehicle is enroute and when it is parked.
2. All traffic violations, whether on OVparks or personal time, must be reported to the manager within 24 hours or by the next business day. CDL drivers will also be required to complete a violation review form.

3. OVparks will review motor vehicle reports annually.

**Accidents** Any employee who is involved in an accident while driving for OVparks purposes will be required to complete an accident report using the OVparks auto accident investigation kit while at the scene of the accident. He or she must return the report to his or her supervisor on the same day to review the information to make sure it is complete. The employee must go with his supervisor for his or her post-accident drug and alcohol analysis at one of our designated facilities. The employee may also be required to discuss the accident with Human Resources or the safety manager.

Management will review all accidents and determine whether they were preventable or non-preventable. A preventable accident is defined as an accident in which the driver failed to do everything reasonably possible to prevent it from occurring.

**Motor Vehicle Report (MVR) Standards** MVRs will be checked annually for all employees who may be required to drive for OVparks purposes. The MVR will be reviewed to ascertain whether the employee holds a valid license and whether his or her driving record is within the parameters set by the OVparks.

Drivers will be disqualified for employment requiring driving vehicles for OVparks or continuing employment requiring driving vehicles for OVparks for any of the following reasons:

1. More than one violation for driving under the influence of alcohol, within 5 years, provided the employee did not lose driving privileges as a result of the first violation.
2. Any criminal conviction that involves the operation of a motor vehicle (e.g., a felony, hit and run, negligent homicide, extreme DUI) in the previous five years
3. Any of the following violations incurred in the previous three years:
  - a. Any combination of more than two moving violations (any violation resulting in an at fault auto accident automatically counts as two violations).
  - b. Any violation less than three years old for an alcohol or controlled substance related driving offense.
  - c. Refusing to take a breathalyzer test upon the request of law enforcement or OVparks.
  - d. Careless or reckless driving that results in injury to persons or property.
  - e. Passing a stopped school bus.
  - f. Leaving the scene of an accident without stopping to file a report.
  - g. Racing.
4. Any combination of more than two moving violations and/or at fault accidents in the past 12 months
5. Continued employment past a loss of license will be reviewed by management and extended depending on the length of loss, the season, current staffing, and any other applicable

reasons. Accommodation consideration will include accommodations for a reasonably short period of time, suspensions without pay or termination.

6. All District positions will be included in this policy and considered for accommodations.

**I have read, understand, and agree to the terms set forth in this Driving and Traffic Violation Policy.**

---

Employee Signature

---

Date





**ORANGEVALE RECREATION & PARK DISTRICT  
POLICY MANUAL**

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## **ORANGEVALE RECREATION & PARK DISTRICT PERSONNEL POLICIES**

### **INTRODUCTION**

These personnel policies are issued by the Orangevale Recreation & Park District, hereby further referred to as “the District”, as its guidelines concerning your employment with the District. These policies are established to ensure that the purpose for which the District was established is met while providing equitable and consistent guidelines for employee responsibilities and development.

Nothing in these personnel policies is intended to create a contract of employment with the District, or to create an expectation of continued employment for any specified term. Employment with the District is at the mutual consent of the District and its employees. Accordingly, either the District or its employees may terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every question an employee might have. In addition, future circumstances will undoubtedly require that policies, practices, and benefits change. Accordingly, the District’s Board of Directors reserves the right to modify, amend, supplement, or rescind any provisions contained in these personnel policies as necessary or appropriate without prior notice. Employees, will, of course, be advised of any changes.

If you have any questions concerning any employment-related matters, please discuss the situation with your supervisor.

Each employee will be given a copy of the Personnel Policies and is responsible to know its contents. At the time of employment, every employee will be required to complete the required federal withholding tax certificate (Form W-4) and other documents required by law, plus those necessary to process the new employee into the organization.

## I. GENERAL EMPLOYMENT INFORMATION

- A. **At-Will Employment.** Employment with the District is at the mutual consent of the District and its employees. Accordingly, either the employee or the District may terminate the employment relationship at will, at any time, and with or without cause or advance notice.
- B. **Not a Civil Service Employer.** The District is not a civil service employer and does not in any way operate under the civil service system. The District does have a classification plan and each employee is subject to classification based on his job description and accompanying pay schedule.
- C. **Equal Employment and Non-Discrimination**
1. **Equal Employment Opportunity Employer.** The District is an equal employment opportunity employer, and employment decisions are made on the basis of merit, experience and other bona fide occupational qualifications. The District is committed to complying with all applicable laws providing equal employment opportunities. District policy prohibits unlawful discrimination based on race, color, creed, sex, religion, marital status, age (over 40), national origin or ancestry, physical or mental disability, medical condition (including genetic characteristics), actual or perceived sexual orientation, or any other consideration made unlawful by federal, state or local laws; provided, however, that the District may make employment decisions on the basis of bona fide occupational qualifications when permitted by law. This policy applies to all persons involved in the operation of the District, including employees, directors, other officers, contractors, consultants and vendors. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, transfer, termination, reduction in force, compensation and other benefits.
  2. **Accommodations.** Any applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact a District supervisor and request such an accommodation. The individual should specify what accommodations are being requested. The District will make reasonable efforts to provide such accommodations as required by law.
  3. **Complaint of Discrimination.** Any applicant or employee who believes that he or she has been subjected to any form of unlawful discrimination may provide a written complaint to their supervisor, the District Administrator, Personnel & Policy Committee, Human Resources, or the Board Chair. Complaints of discrimination shall be filed and processed pursuant to the complaint procedure set forth in the District's Policy Against Harassment and Discrimination. The District will not retaliate against an employee for filing a complaint and will not knowingly permit retaliation by management employees or co-workers. If an employee believes he or she has been subject to retaliation, then the employee may file a

complaint with the District in the same manner as provided in the Policy Against Harassment and Discrimination.

**D. Policy Against Harassment and Discrimination**

It is the policy of the District to treat all individuals with respect and dignity. Each person has the right to work in a professional environment which promotes equal opportunity and is free from discriminatory practices and harassment. The District will not tolerate any form of harassment or other prohibited discrimination based on race, color, ethnicity, religion, creed, ancestry, national origin, Citizenship, age, physical or mental disability, medical condition, genetic characteristics, sex/gender, marital or registered domestic partner status, sexual orientation, gender identity or expression, or military or veteran status, or any other characteristic or classification protected by local, state or federal law. Any person who engages in harassment, prohibited discrimination or any related inappropriate conduct may be subject to discipline, including but not limited to termination of employment.

All phases of the employment relationship including recruitment, testing, hiring, upgrading, reasonable accommodation or return to work processes, promotion/demotion, layoffs, discipline, rates of pay, benefits and selection for training are covered by this policy.

Because the District is committed to a workplace free of discrimination and harassment of any kind, the District policy sets a higher standard for behavior than is set by the law. Under both Federal and state law, illegal harassment occurs when it is objectively based on a person's protected characteristic as listed above, and the harassment reaches a level that is sufficiently severe or pervasive to alter a person's working conditions. However, the District's policy against discrimination and harassment covers all harassing, discriminatory or bullying behavior, whether or not it would be found to be illegal. This policy reflects the District's desire to maintain work environments that are harmonious and productive. Therefore, District employees at every level are expected to adhere to a standard of conduct during the course and scope of employment that under no circumstances engage in behavior that constitutes any type of harassment based on an individual's protected characteristics or membership in a protected class. Those found to have violated this policy will be subject to discipline that is commensurate with the severity of the offense and that is designed to stop the harassing, bullying or abusive behavior and to prevent future harassing or retaliatory conduct.

**1. Forms of Harassment.**

Harassment includes behavior or content that creates an offensive, intimidating, hostile or abusive work environment and includes, but is not limited to:

- a. Verbal Harassment.** Examples could include epithets, derogatory comments, jokes, or slurs on the basis of a protected class (race, color, religion, national origin,

ancestry, disability, medical condition, genetic characteristics, marital status, sex, sexual orientation, gender identity or expression, military or veteran status or age). This may include well-intentioned comments on a person's appearance, religious dress or grooming practices, or race-related stories. This may also include referring to an adult as "girl" or "boy" or using terms such as "hunk," "babe," "stud," or "honey." Verbal harassment may also include sexual innuendo, graphic or explicit jokes, suggestive sounds, or stories of a sexual nature.

- b. Physical Harassment.** Examples could include assault, touching, impeding or blocking movement, grabbing, patting, leering, making express or implied job-related threats in return for submission to intimate or physical acts, taunting, or any physical interference with normal work or movement. Put simply, physical harassment may include any kind of unwanted physical contact directed toward an individual because of his or her protected characteristics or membership in a protected class. Conduct of a sexual nature does not have to be motivated by sexual desire to constitute harassment.
- c. Visual Harassment.** Examples could include posters, cartoons, photographs, drawings, video clips, gestures, or written materials which discuss or depict people based on their race, color, religion, religious dress or grooming practices, national origin, ancestry, disability, medical condition, genetic characteristics, marital status, sex (including pregnancy or childbirth), sexual orientation, gender identity and/or gender expression or age. Visual harassment may also include Internet sites, social networking sites, or other electronic media depicting material of a sexual or offensive nature, or content that is insensitive or inflammatory based on other protected characteristics.
- d. Abusive Conduct.** Abusive conduct directed toward any individual on account of their protected characteristics or membership in a protected class (race, color, religion, national origin, ancestry, disability, medical condition, genetic characteristics, marital status, sex, sexual orientation, gender identity or expression, military or veteran status or age). "Abusive conduct" is defined under California Government Code section 12950.1(g)(2) as the "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests." Abusive conduct "may include 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.



- e. **Bullying.** Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but aren't limited to: screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit. Generally, bullying involves: (1) written, verbal, graphic or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device); (2) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (3) behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, The District also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or the HR Department. **Reprisal or retaliation against any person who reports an act of bullying is strictly prohibited.** Those who engage in bullying or retaliation for complaints about bullying or abusive conduct will be subject to appropriate discipline, up to and including termination.

- f. **Individuals Covered Under this Policy.** This policy covers employees, (including permanent, temporary, probationary, part-time and full time), volunteers, interns, Board members, independent contractors, visitors, and vendors. The District requires reporting of all incidents of harassment and/or discrimination, regardless of the offender's identity or employment status with the District.

## 2. Policy Against Sexual Harassment.

Harassment in employment, including sexual, racial and ethnic harassment, is forbidden by law and is strictly prohibited by the District. Employees who violate this policy are subject to discipline, including possible termination.

- Physical gestures, body language, touching, or other unwelcome contact of a sexual nature
- Visual conduct, including displaying of derogatory objects or pictures, cartoons or posters;
- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes.

Sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct, including using derogatory comments, epithets, slurs and jokes;
- Verbal innuendo or sexually suggestive comments, regardless of whether they are motivated by sexual interest; propositions;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- Physical conduct, including touching, assault, impeding or blocking movements.
- Displaying, passing around, discussing or posting on walls or online cartoons, Internet Memes, posters, text material, commentary, pictures, or other graphic material that contains sexual content, offensive or vulgar language or pictures, whether or not directed toward any individual

Examples of sexual harassment include: (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. The District will take all reasonable steps to prevent harassment from occurring and will take immediate and appropriate action when the District knows that unlawful harassment has occurred.

### **3. Policy Against All Forms of Workplace Harassment**

**General Harassment** in employment based on sex, sexual orientation, gender identity or expression, race, ethnicity, religion, age, mental or physical disability or medical condition, pregnancy or childbirth or genetic characteristics, or other protected characteristics is

forbidden by law and is strictly prohibited by the District. Employees who violate this policy are subject to discipline, including possible termination. Such harassment includes, but is not limited to:

- Visual conduct, including displaying of derogatory objects or pictures, cartoons or posters, mocking or mimicking accents, religious garb or physical/mental disabilities;
- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes.
- Physically making fun of or making derogatory remarks about someone's age, race, disability, or gender-related stereotypes.
- Slang names or labels related to religion, race ancestry, sexual orientation, and gender identity and/or gender expression.
- Displaying or transmitting in the workplace intolerant or insensitive, cartoons, calendars, drawings, photographs, video or other electronic material or multimedia that demeans any individual or group of individuals based on race, gender, sexual orientation, gender identity, pregnancy, religious practices or values, age or disability..
- Mocking or mimicking individuals with disabilities, medical conditions, or other characteristics, whether or not directed toward any individual.
- Vulgar expressions, slurs or other intolerant language in any The District workplace, regardless of the context, including without limitation political commentary, jokes or name-calling.

#### **4. Policy Against Bullying or Abusive Conduct**

In addition to harassment based on a protected characteristic, The District prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Under California law effective January 1, 2015, abusive conduct is defined as *“conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.”*

Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but aren't limited to: screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit. Generally, bullying involves: (1) written, verbal, graphic or physical acts that are demeaning, threatening, or belligerent; (2) cyberbullying, which includes but is not limited to electronically transmitted content (text, photos, videos, drawings, cartoons, etc.), transmitted via e-mail, text, social media, Internet sites, a smartphone or cell phone, a personal digital assistant (PDA), or a wireless handheld device); (3) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (4) behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, The District also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or the HR Department. **Reprisal or retaliation against any person who reports an act of bullying is strictly prohibited.** Those who engage in bullying or retaliation for complaints about bullying or abusive conduct will be subject to appropriate discipline, up to and including termination.

## 5. Policy Against Retaliation

The District values an atmosphere of open communication for all District employees; employees who report harassment and/or discrimination will not be retaliated against by The District's management, any fellow employee, or any third party such as a vendor, supplier, or tenant. Making a report of harassment or discrimination will never, under any circumstances, be considered in any decision regarding hiring, firing, promotion, or any other term or condition of employment. Any employee who takes adverse action or otherwise retaliates against a subordinate or co-worker because that person lodged a harassment or discrimination complaint will be subject to appropriate discipline, up to and including termination.

The District expressly prohibits any form of retaliatory action or conduct against any employee for making a bona fide, good faith complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the District determines that the complaint is not bona fide or brought in good faith, or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

## 6. Complaint and Investigation Process and Corrective Action

It is the District's intent to prevent harassment and to encourage appropriate and respectful

conduct between people. The District strongly encourages those who feel they are being harassed to use the complaint procedure set forth below. Although The District will investigate any complaint of harassment regardless of when the harassment may have occurred, those who feel they are being harassed are strongly encouraged to use the complaint procedure as soon as the harassing conduct begins. It is the District's desire to eliminate harassment at the earliest stages. Be assured that the District will take seriously any report or complaint that is raised, and will engage in an appropriate factual inquiry. If harassment is found to have occurred, the District will take immediate and appropriate corrective action to stop the harassment and prevent it from occurring in the future. Corrective action may include disciplinary action for the offending individual(s) The District will protect from retaliation the reporting or complaining party and others who participate in the District's investigation.

It is the responsibility of every **The District manager and supervisor** to create an atmosphere free of discrimination and harassment, sexual or otherwise. In addition, it is the responsibility of each employee to respect the rights of supervisors, co-workers, customers and visitors to our facilities. Managers and supervisors are expressly required to notify the Human Resources/Risk Management Director about any complaints, reports, or observed incidents of harassment or discrimination in any the District work environment. Failure by any manager or supervisor to report known or suspected incidents of harassment may be subject to disciplinary action.

- a. **Direct Communication.** In some situations, a person may be unaware that his/her conduct is offensive. In these cases, direct communication between the individuals may be helpful to stop the behavior. If the offended person is uncomfortable talking directly to the offending party or to his/her supervisor, or if the harassing behavior is of such a serious nature that the person feels the informal step would be ineffective, he or she may proceed directly to the formal complaint step.
- b. **Formal or Informal Complaint.** Any manager or supervisor who receives a complaint of harassment is required to follow this policy. Managers or supervisors who do not comply with this policy and/or do not report complaints or reported incidents of harassment will be subject to disciplinary action.

If an employee experiences any form of harassment, or has a related complaint that the work environment is hostile, offensive, intimidating or abusive, should promptly report the matter to any supervisor or manager or to the Human Resources/Risk Management Director or to the District Administrative Officer. The complaint or report may be made orally or in writing. Employees may, but are not required to report the incident to their immediate supervisor.

All investigations will be confidential to the greatest extent possible. However, no individual maybe promised anonymity or absolute confidentiality. All individuals who participate in the investigation, whether as the person reporting an incident, making a complaint, t, the person(s) whose behavior is being investigated, or individual witnesses

will be treated with respect and will be afforded due process.

Retaliation against any individual who participates in the investigation process in good faith is prohibited. Violations of this policy and procedure will be subject to discipline, up to and including termination for willful or repetitive violations.

- c. **Factual Inquiry/Investigation.** Upon receipt of a complaint, the District will conduct a timely investigation to determine the facts and any appropriate corrective action. The investigation is a neutral fact-finding inquiry by a qualified investigator. Should the District determine that the individual circumstances require an independent investigator to ensure impartiality, the District will take appropriate steps to engage a qualified investigator. All individuals who participate in the investigation, whether as the person making the complaint, the person(s) whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.

The District will ensure that statements of the complainant, alleged offender and all witnesses are documented thoroughly and that the investigation is conducted in a thorough, objective and neutral manner, and is considerate of the rights and emotions of all the parties involved. After all evidence and information is collected and evaluated, the District will reach prompt and reasonable conclusions.

- d. **Discipline for Purposes of Corrective Action.** If harassment is found to have occurred, the District will take appropriate disciplinary action pursuant to the District's disciplinary policy, which is commensurate with the severity of the offense.

The outcome of the investigation and a timely resolution of each complaint will be reached and communicated to the employee and the other parties involved. If an investigation has concluded that harassment occurred, the District will take immediate and appropriate remedial corrective action, up to and including termination

- e. **Closure.** Once the factual inquiry is complete and a determination has been made as to the merits of the complaint, the individual who brought the complaint will be notified of the outcome and given an opportunity to address a District representative. After the matter has been closed, the District will periodically follow up with the individual who made the complaint to ensure that the harassment has been eliminated and the individual has not experienced any retaliation.
- f. **Prohibited Retaliation in the Investigation Process.** The District expressly prohibits any form of retaliatory action or conduct against any employee for making a bona fide, good faith complaint under this policy or for assisting in a complaint investigation. Retaliation or threats of retaliation will not be tolerated and will be subject to disciplinary action, up to and including termination of employment.

- g. Other Remedies.** In addition, if an employee believes that harassment has occurred, she or he may, within one year of the harassment, file a complaint of discrimination with the California Department of Fair Employment and Housing. The address of the nearest office of the Department of Fair Employment and Housing can be found on the poster located in the District offices and every District facility or worksite. The Department will serve as a neutral fact finder and will attempt to help the parties voluntarily resolve the dispute. No action will be taken against any employee in any manner for opposing harassment or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing with respect to harassment.

## **7. Protection Against Retaliation**

The District recognizes the seriousness of harassment and/or discrimination. It will not permit retaliation by any member of the District who makes a report of harassment, discrimination or who participates in any harassment/discrimination-related investigation or hearing. Retaliation or threat of retaliation is itself a serious violation of this policy and should be reported immediately. Retaliation or threatened retaliation is subject to the same disciplinary actions as harassment and/or discrimination, up to including termination of employment.

- a. Individuals Covered Under this Policy.** This policy covers employees, volunteers, Board members, independent contractors, and vendors. The District requires reporting of all incidents of harassment and/or discrimination, regardless of the offender's identity.
- b. Definitions.** The term "harassment" or "discrimination" is used in this policy to refer to both sexual and other forms of harassment and/or discrimination. Below are definitions of sexual and other forms of harassment and/or discrimination, as well as examples of conduct that may constitute harassment and/or discrimination. (These lists are examples only; they are not all-inclusive.)

### **E. Violence in the Workplace**

- 1. Violence-Free Workplace.** The District recognizes that workplace violence is a growing concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, officers, consultants, contractors, vendors, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, as part

of this policy, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence prior to any violent behavior occurring. The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

2. **Workplace Violence.** Workplace violence includes, but is not limited to, the following:
  - a. Threats of any kind;
  - b. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
  - c. Other behavior that suggests a propensity towards violence, including belligerent speech, excessive arguing or swearing, sabotage, or threats to sabotage District property, or a demonstrated pattern of refusal to follow District policies and procedures;
  - d. Defacing District property or causing physical damage to the facilities; or
  - e. Bringing weapons or firearms of any kind on District premises, in District parking lots, or while conducting District business.
3. **Reporting.** If any employee observes or becomes aware of any of the above-listed actions or behavior by any person in or around the District premises or otherwise in connection with District business, he or she should notify their supervisor, the District Administrator, Personnel & Policy Committee, Human Resources, or the Board Chair immediately. Employees also should notify if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.
4. **Investigation.** All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence. If an employee believes they have been subject to retaliation, then the employee may file a complaint with the District in the same manner as provided in the District's Policy Against Harassment and Discrimination.
5. **Corrective Action and Discipline.** If the District determines that workplace violence has occurred, effective remedial action and/or discipline will be taken in



accordance with the circumstances involved. Any employee, officer, contractor, consultant or vendor determined by the District to be responsible for workplace violence will be subject to appropriate disciplinary action according to the nature and severity of the offense, and any prior record of discipline. The range of disciplinary action includes verbal or written reprimand, censure, suspension without pay, demotion, probation, discharge from employment, and, for contractors, consultants and vendors, termination, cancellation or suspension of its contract. If the workplace violence is that of a non-employee, the District will strive to take appropriate corrective action in an attempt to ensure that such behavior is not repeated. Under certain circumstances, the District may forego disciplinary action against an employee on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

**F. Alcohol and Drug Free WorkPlace Policy.** The District is concerned about improving the safety of its operation and providing all its employees a safe working environment. Therefore, the District will not tolerate the work-related effects of drug and alcohol use which render an employee unable to perform his or her duties satisfactorily, or in a manner which endangers his or her health, or the health or safety of others. Likewise, the District will not tolerate the unlawful possession of drugs and alcohol by employees while on duty or on District premises. The District will not permit any employee to work while impaired because of the use of drugs or alcohol. The District policy is set forth in Appendix A.

**G. Employment of Board Members and Relatives of Employees.** It is the policy of the District that Board members are not eligible for employment with the District until one (1) year after the expiration of their term of office. Current Board members' relatives shall not be employed by the District.

It is also the policy of the District that relatives of employees shall not be hired, promoted or transferred into positions in which one relative may supervise, directly or indirectly, any other relative, or work in a capacity which would allow an employee to evaluate or control the terms, condition, performance or circumstances of employment of a relative. Relatives of employees shall not be employed in any position in which the employment of such relative has the potential for adversely impacting the safety, security, morale or efficiency of supervision or function of other employees, or in which there may be created an actual or potential conflict of interest or the appearance of a conflict of interest. No relatives may be hired, transferred or promoted into the same department without the approval of the District Administrator.

This policy does not apply to program volunteers or to employees who are employed prior to the time such employee's relative becomes a member of the Board.

A "relative" shall be defined as a son, daughter, brother, sister, parent, grandparent, aunt, uncle, cousin, niece, nephew, spouse, domestic partner, or a person sharing the

same household/cohabitating (in a marriage-like relationship). Half-relatives, step-relatives, adopted relatives, and in-laws are included in these restrictions.

- H. Hours of Work.** The hours of work, including authorized absences with pay, of all full-time employees, except the District Administrator, shall be normally considered as eight (8) hours per day for a total of forty (40) hours per week. A nonexempt employee may be required to work in excess of forty (40) hours per week whenever the business of the District may necessitate it, and such a nonexempt employee will receive compensatory time off or overtime pay if the hours worked exceed forty (40) hours per week. Lunch period is normally one hour in duration and is not compensated. Lunch should be taken between the hours of 11:00 a.m. and 2:00 p.m. as established by your supervisor. Dependent upon work conditions, a supervisor may opt to allow a thirty (30) minute lunch period, in-lieu of a sixty (60) minute lunch period.

All employees are allowed one fifteen (15) minute rest period for every four hours of work or major portion thereof. Rest periods should fall as close to the middle of this four-hour period as possible and cannot be added to the beginning or end of the day, or to the beginning or end of a lunch break. While there is no set schedule for breaks, an employee may take restroom breaks as needed. If an employee's workload or community resident demands prevent an employee from taking at least a fifteen (15) minute break in the morning and/or afternoon, they should advise their supervisor so that arrangements can be made to allow the employee to do so. The District assumes, unless an employee notifies their supervisor otherwise, that they are taking the break periods to which the employee is entitled.

- I. Office Hours.** The District Office shall remain open for the transaction of business between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. The Recreation office will open for special recreation program registration as is advertised in the local paper and the District Activity Guide. This includes occasional evening and Saturday hours.
- J. Employment Verification Requests.** The designated Finance/HR Superintendent, Department Head, or District Administrator are the only positions authorized to release information about past or present employees. The District will only release information concerning a past or present employee upon receipt of a written authorization unless otherwise required to do so by law. Such information will be limited to the employee's title, dates of employment and salary, unless further information is required by law to be disclosed. The District will cooperate with any governmental agencies authorized by law to obtain additional information on an employee.
- K. Smoking is Prohibited in District Property or Vehicles.** The District prohibits smoking in all of its owned, leased, or operated buildings and parks to protect the health, safety and comfort of District employees and the public. The District Administrator may designate a smoking area for employees while on break and/or

meal times. Smoking is also prohibited in all District owned motorized vehicles, and while operating power equipment. This includes smoking of any products, legal and illegal, and all forms of smoking (i.e., traditional cigarette, vaping, e-cigarette, pipe, cigar, etc.)

- L. Mobile Device.** The District prohibits the use of all handheld mobile devices, including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle for District business. The use of such devices for personal purposes during work hours or on District business is prohibited. Employees may use hands-free mobile devices for District business while driving during work hours when safe to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work while operating a motor vehicle during work hours or on District business.

Employees are to conduct personal business on their own time. Personal telephone calls during business hours should be confined to those that are absolutely necessary and should be kept short. Employees must utilize their personal mobile devices for such purposes. District mobile devices should only be used in an emergency situation.

- M. Driving and Traffic Violation.** We deeply value the safety and well-being of all employees. Due to the risk of motor vehicle accidents resulting from traffic congestion, unsafe driving habits, road conditions and distraction, Orangevale Recreation and Park District (OVparks) is instituting a safety driving policy and rules. This safety policy applies to all employees who operate a motor vehicle on OVparks business and/or OVparks time, whether operating a OVparks vehicle or personal vehicle.

#### **Safety Rules**

1. Inspect vehicles prior to use to ensure that they are in safe operating condition.
  - i. If a vehicle does not pass inspection, the vehicle will be taken out of service for any necessary parts or repairs.
  - ii. Vehicles are not to be operated unless in a safe operating condition and passes the Vehicle Safety Checklist.
2. Drivers must be physically and mentally able to drive safely. Fatigue, medications, and physical injuries can affect an employee's ability to safely operate a vehicle.
3. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions. Speeding and aggressive behavior will not be tolerated.
4. Seat belts must be worn whenever a vehicle is in motion.

5. Cell phone usage, including texting, is prohibited while driving for OVparks purposes.
6. Hitchhikers and passengers other than OVparks employees 18 years old and older are not permitted at any time.
7. Cargo should be secured with ropes and/or cargo netting as needed.
8. Respect the rights of other drivers and pedestrians.
9. Drivers may not be under the influence of drugs, alcohol, or any substance that results in physical, cognitive, or mental impairment of the driver while operating any District equipment or vehicles for OVparks purposes.
10. If an employee has a change in license status, including a renewal, he or she must give a copy of his or her new license to the supervisor for the employee's file.
11. Employees are responsible for maintaining a valid driver's license

**Safety Rules Enforcement** Employees will be subject to disciplinary action up to and including termination for violating any of the above rules.

1. All doors should be locked, both when the vehicle is enroute and when it is parked.
2. All traffic violations, whether on OVparks or personal time, must be reported to the manager within 24 hours or by the next business day. CDL drivers will also be required to complete a violation review form.
3. OVparks will review motor vehicle reports annually.

**Accidents** Any employee who is involved in an accident while driving for OVparks purposes will be required to complete an accident report using the OVparks auto accident investigation kit while at the scene of the accident. He or she must return the report to his or her supervisor on the same day to review the information to make sure it is complete. The employee must go with his supervisor for his or her post-accident drug and alcohol analysis at one of our designated facilities. The employee may also be required to discuss the accident with Human Resources or the safety manager.

Management will review all accidents and determine whether they were preventable or non-preventable. A preventable accident is defined as an accident in which the driver failed to do everything reasonably possible to prevent it from occurring.

**Motor Vehicle Report (MVR) Standards** MVRs will be checked annually for all employees who may be required to drive for OVparks purposes. The MVR will be reviewed to ascertain whether the employee holds a valid license and whether his or her driving record is within the parameters set by the OVparks.

Drivers will be disqualified for employment requiring driving vehicles for OVparks or continuing employment requiring driving vehicles for OVparks for any of the following reasons:

1. More than one violation for driving under the influence of alcohol, within 5 years, provided the employee did not lose driving privileges as a result of the first violation.
2. Any criminal conviction that involves the operation of a motor vehicle (e.g., a felony, hit and run, negligent homicide, extreme DUI) in the previous five years
3. Any of the following violations incurred in the previous three years:
  - a. Any combination of more than two moving violations (any violation resulting in an at fault auto accident automatically counts as two violations).
  - b. Any violation less than three years old for an alcohol or controlled substance related driving offense.
  - c. Refusing to take a breathalyzer test upon the request of law enforcement or OVparks.
  - d. Careless or reckless driving that results in injury to persons or property.
  - e. Passing a stopped school bus.
  - f. Leaving the scene of an accident without stopping to file a report.
  - g. Racing.
4. Any combination of more than two moving violations and/or at fault accidents in the past 12 months
5. Continued employment past a loss of license will be reviewed by management and extended depending on the length of loss, the season, current staffing, and any other applicable reasons. Accommodation consideration will include accommodations for a reasonably short period of time, suspensions without pay or termination.
6. All District positions will be included in this policy and considered for accommodations.

## II. SELECTION OF EMPLOYEES

- A. **Employment Application.** Every applicant for a position with the District must complete an employment application and all such information is subject to verification. Falsification can be cause for disciplinary action, including but not limited to discharge, when discovered.
- B. **Immigration Law Compliance.** The District will fully comply with all federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that individuals provide satisfactory evidence of their identity and legal authority to work in the United States no later than three (3) business days after beginning work. Accordingly, all newly hired employees must go through this procedure.
- C. **Pre-Employment Physical and Drug Screening.** All applicants for employment shall be physically qualified to perform the essential functions of the position for which employment is being sought. For certain positions the District will require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such examination which shall include an examination by a medical doctor to determine the applicant's ability to perform the job related physical activity requirements of the job prior to the commencement of employment duties by the applicant.

For certain positions the District will require a drug screening test after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such test. The drug test will be conducted pursuant to the Alcohol and Drug-Free Workplace Policy. (See Appendix A)

- D. **Pre-Employment Background Screening.** The District will require pre-employment background screening for all positions the District Administrator deems necessary after an offer of employment has been made to a job applicant and prior to commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such background investigation. A pre-employment background check is a sound business practice that benefits everyone. It is not a reflection on a particular job applicant. Any applicant who refuses to sign a release form authorizing such screening will not be eligible for employment.

All new employees and independent contractors who have supervisory authority and/or who provide instructional or recreational services for children or adults will be fingerprinted by live scan and processed through the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI) for criminal background screening.

Certain volunteer positions may also require live scan fingerprinting and processing through the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI) for criminal background screening. All fingerprinting record requests are conducted according to the regulations administered by the Department of Justice.

The District may also conduct pre-employment background screenings and reference checks on its own or through a third party. All screenings are conducted in strict conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal anti-discrimination and privacy laws. Under the Fair Credit Reporting Act (FCRA), all background screenings are done only after a person has received a disclosure and has signed a release. Refusal to sign a release authorizing a pre-employment background screening and reference check may be grounds for refusing to extend and/or withdraw an offer of employment with the District.

A job applicant has certain legal rights to discover and to dispute or explain any information prepared by the third party background-screening agency. If the District intends to deny employment wholly or partly because of information obtained in a pre-employment check conducted by the District's consumer reporting agency, the applicant will first be provided with a copy of the background report, a statement of rights, the name, address and phone number of the consumer reporting agency to contact about the results of the check or to dispute its accuracy. The District also reserves the right to conduct a background screening any time after employment to determine eligibility for promotion, reassignment or retention in the same manner as described above.

Background checks may include verification of information provided on the completed application for employment, the applicant's resume or on other forms used in the hiring process. Information to be verified includes, but is not limited to, social security number and previous addresses. The District may also conduct a reference check and verification of the applicant's education and employment background as stated on the employment application or other documents listed above. The background check may also include a criminal record check. If a conviction is discovered, a determination will be made whether the conviction is related to the position for which the individual is applying or would present safety or security risks before an employment decision is made. A criminal conviction does not necessarily bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

All screening reports are kept strictly confidential and are only viewed by individuals in the District who have direct responsibility in the hiring process. All screening reports are kept and maintained separately from an employee's personnel file.

- E. **Hiring Authority.** The hiring of the District Administrator is the responsibility of the Board of Directors. Selection of full-time salaried employees is the responsibility of the District Administrator. The District Administrator may delegate hiring of non-

supervisory personnel to department heads. Department heads shall participate in the selection, discipline and/or discharge of non-supervisory personnel.

**F. Salary Schedule.** All full-time employees are paid according to the salary schedule adopted by the Board of Directors. A new employee may start at a step higher than the first pay grade upon approval of the District Administrator, up to and including step three or midpoint of the pay range. Any start point higher than midpoint requires Board approval.

**G. Conflicts of Interest.** Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a relative, competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the District Administrator for clarification.

1. **Personal Relationships.** To implement this objective, the District will attempt to avoid assignments that involve actual or potential conflicts of interest, as well as working relationships involving relatives or individuals with close personal relationships that may potentially lead to complaints of favoritism, lack of objectivity, employee morale or dissension problems that can result from such relationships. In accordance with this policy, relatives of employees, directors and individuals with whom employees reside will not be eligible for employment with the District in any situation where potential problems of supervision, safety, security or morale exists, or where personal relationships create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment. For purposes of this policy, relatives mean an employee's parent, child, spouse, brother, or sister or stepparent, stepchild, stepbrother or stepsister and any parent, child, brother or sister of an employee's spouse. As noted above, the policy is not limited to relatives and applies to other situations involving actual and potential conflicts of interest.

If two employees become subject to the restrictions of this policy after they are hired, the District Administrator shall determine within three (3) months of receiving notice of such occurrence, whether or not potential problems noted above exist, or whether an accommodation can be made which may avoid the need for one of the two employees to be transferred, reassigned or terminated.

2. **Other Potential Conflicts.** While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:



- a. Accepting personal gifts, entertainment or remuneration of any type from competitors, customers, contractors, vendors, suppliers, or potential suppliers. This policy shall not prevent an employee from attending a lunch paid for by a vendor or contractor after completion of a project in which such vendor and /or contractor has been involved, provided such attendance has been approved by the District Administrator.
- b. Using proprietary or confidential District information for personal gain or to the District's detriment;
- c. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
- d. Using District property or labor for personal use;
- e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District; or
- f. Committing the District to give its financial or other support to any outside activity or organization without the approval of the Board of Directors

### III. TYPES OF EMPLOYMENT

Employment with the District is at will and may be terminated at any time, with or without cause. All employees are therefore at will employees regardless of classification. The District has established a Resolution of the Orangevale Recreation & Park District Establishing Classes of Regular Employment and Salary Ranges (the "Salary Resolution") which is set forth as Appendix B attached hereto. The Salary Resolution may be modified and/or amended from time to time by the Board of Directors. If there is a conflict between the definitions contained herein and the definitions contained in the Salary Resolution, the definitions in the Salary Resolution shall prevail.

A. **Regular Employee.** A regular employee is any employee who occupies a permanent position whether part-time or in the class which is designated as permanent or career type employment in the District's Salary Resolution; and any regular employee who temporarily transfers to a temporary position.

1. **Full-time Employee.** A full time employee has an established job classification in a permanent position as set forth in the District's Salary Resolution, works a standard work week of forty (40) hours over a full twelve (12) month year, has successfully completed the initial introductory period and is entitled to employee benefits. An employee is not entitled to use vacation until the satisfactory completion of six (6) months of employment.

2. **Part-time Employee.** A part-time employee has an established job classification in a permanent position as set forth in the District's Salary Resolution, works a standard work week of thirty-two hours or less over a full twelve (12) month year, and has successfully completed the initial introductory period. A part-time employee gets paid on an hourly basis and receives partial employee benefits proportionate to the number of hours worked as defined in Section VI.

B. **Extra Help Employee.** An extra help employee is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra help in the District's Salary Resolution or is not contained therein.

C. **Intermittent Appointment.** An intermittent appointment is made where no permanent full-time position exists, but where funds are provided to maintain adequate coverage of work for short periods of time at frequent intervals, or where positions are of a recurring nature. Intermittent appointments shall not exceed the full-time equivalent of nine (9) months employment in any calendar year. Persons appointed as "intermittent" shall not acquire permanent status and shall not be entitled to employee benefits.

D. **Seasonal Appointment.** A seasonal appointment is a short-term appointment to fill a temporary need, usually related to a time of the year. A seasonal appointment

shall not exceed the full-time equivalent of nine months employment in any calendar year. Persons appointed as “seasonal” shall not acquire permanent status.

**E. Temporary Appointment.** A temporary appointment is of limited duration and which may not exceed one day less than six months, and which is not recurrent. Time spent under such appointment shall not constitute a part of the introductory period.

**F. Exempt Employees.** Exempt employees are regular employees exempt from overtime pay within the meaning of State and Federal Wage and Hour Laws and are not eligible to receive payment of overtime compensation. Exempt employees are engaged in work which is primarily intellectual, managerial and/or creative, and which requires exercise of discretion, independent judgment, and supervisory control over other employees.

The following positions are considered exempt:

**1. Administrative Employees**

An administrative employee exempt from overtime must be one whose duties and responsibilities involve the following:

- a. The employee is compensated on a salary basis at a minimum rate of twice the minimum wage, and
- b. The employee’s primary duties must be the performance of office or non-manual work directly related to management or general business operations of the employer or the employer’s customers; and
- c. The employee’s primary duties include work which requires the exercise of discretion and independent judgment with respect to matters of significance.

**2. Executive Employees**

An executive employee is one whose employment meets the following criteria:

- a. The employee is compensated on a salary basis at a minimum rate of twice the minimum wage, and
- b. The employee’s primary duties must be managing the District or managing a customarily recognized department or subdivision of the District; and
- c. The employee customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and

- d. The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to hiring, firing, advancement, promotion or other change of status must be given particular weight.

3. **Professional Employees**

A professional employee is one whose primary duties meet the following criteria:

- a. The employee is compensated on a salary basis at a minimum rate of twice the minimum wage; and
- b. The employee's primary duties must be the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character which includes work requiring the consistent exercise of discretion and judgment; and
- c. The advanced knowledge must be a field of science or learning; and
- d. The advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction.

4. **The following positions are exempt:**

- a. District Administrator
- b. Park Superintendent
- c. Finance/HR Superintendent
- d. Recreation Supervisor
- e. Admin Services Supervisor

**G. Independent Contractor.** An independent contractor is a person with special skills or services that are provided to the District by means of a written contract signed by the contractor and the District Administrator or a person as designated by the District Administrator.

The contract shall fully describe the service to be provided, starting and ending date of service, method of payment (percentage, stipend, hourly, monthly or annually), termination or cancellation of services and whatever other information is applicable or required by legal counsel.

The contractor is not an employee of the District and is not entitled to employee benefits or payments. The contractor is responsible for reporting their income to the Internal Revenue Service and for paying any applicable taxes or fees. The contractor is also responsible for providing their own insurance if they employ any helpers or assistants during the course of performing their independent contractor duties.

#### IV. ADVANCEMENT

- A. **Introductory Period.** New full-time and part-time employees will serve an introductory period not to exceed twelve (12) months. The employee will be reviewed, skills tested and overall evaluated during this period. Upon satisfactory completion of the introductory period, the employee may be eligible for a salary review. Advancement will be based upon not only satisfactory job performance, but will also include other factors such as potential for further training, education, knowledge of the job, physical and mental requirements.

Successful completion of the introductory period in no way alters the at-will nature of the employment relationship.

- B. **Employee Performance Evaluations.** Performance evaluations provide an objective, consistent, and fair way to evaluate each of the employees on the job effectiveness. The evaluation process informs employees of their standing with the District and communicates expected standards of performance within their respective job descriptions. Evaluations are also used to discuss standards in areas where improvement is needed. The District Administrator or designated supervisor will conduct performance evaluations upon an employee's completion of the introductory period and annually thereafter. Employees may comment orally or in writing regarding the evaluation, and the District Administrator or designated supervisor, shall attach any written comments by the employee to the evaluation or provide space on the evaluation form for such comments. Evaluations may also be conducted at any other times at the discretion of the District Administrator. Evaluations will be reviewed in a private meeting between the employee, the District Administrator, and/or the employee's supervisor. Employees will be allowed to see the evaluations, sign the forms, and receive a copy. A copy of the form will also be included in the employee's personnel file.

The evaluation of the District Administrator shall be made by the Chairman of the Board of Directors, or by the Personnel Committee of the Board, at the discretion of the Board. The first evaluation shall be completed by the end of the first six (6) months of employment, with a report to the Board of Directors at the next Board meeting. Evaluations thereafter shall be made on an annual basis. The evaluation shall be made in writing and shall be discussed with the District Administrator by the Chairman of the Board of Directors. No action by the Board shall be necessary unless the Board wishes to instruct the Chairman of the Personnel Committee, as the case may be, to revise the evaluation or to make further evaluation of the District Administrator.

## V. EMPLOYEE COMPENSATION

### A. Full-Time.

All employees shall begin employment at the first step of the salary range for the position which they are hired. Increases to steps two and three can be discussed with the District Administrator to verify funding and approval prior to offering the employee the position. An employee's annual step increase is based on the employee's satisfactory performance evaluation, and is to be given on the anniversary date of completion of the introductory period. In the event of an unsatisfactory performance evaluation, no step increase will be given.

Once the top of the salary schedule is reached, the employee will be eligible for only cost of living and/or merit increases at the recommendation of the District Administrator and subject to the approval of the Board of Directors.

The District Administrator may choose to reclassify the employee and/or place the employee on a new salary schedule with the Board of Directors approval or if approved as part of the annual budget. Cost of living increases are not automatic and are subject to the approval of the Board. Merit increases other than annual step increases are not automatic and are subject to the approval of the District Administrator. Paydays are bi-weekly on every other Friday.

### B. Temporary, Intermittent, Extra Help, Seasonal and Part-time Employees.

Temporary, intermittent, extra help, seasonal and part-time employees will be paid at an hourly rate to be determined by the appropriate division head and approved by the District Administrator. Temporary, intermittent, extra help, seasonal and part-time employees will receive paychecks bi-weekly. Temporary, intermittent, extra help, seasonal and part-time employees are paid two weeks in arrears. If the temporary employee is provided by a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.

### C. Temporary Promotions. A full-time employee may be required to temporarily replace their supervisor when the latter is on sick or vacation/annual leave. This replacement shall not exceed four (4) consecutive calendar weeks for which the replacement employee shall not receive any adjustment in salary. This relief replacement is intended to broaden the experience and test the capabilities of the employee. If an employee is required to replace their superior for more than four (4) consecutive calendar weeks due to operational necessity, they shall be eligible for an increase in salary. This will be considered a temporary promotion. "Operational necessity" may include, for example, a vacancy due to long term illness, special or emergency leave, time needed to refill a vacant position, covering of peak workload periods, critical job assignments and the like. Temporary promotions must be approved by the Board of Directors.

**D. Longevity Steps & Increases.** The District offers three Longevity Steps (LS 7, LS 8, and LS 9) to reward employees for continuous employment with the District. All full-time employees shall be eligible for Longevity Steps 7, 8, and 9 based on length of continuous employment. Employees who have reached the maximum step of their classification's salary range (Step 6), have remained there for at least one (1) year, and have completed 10 years of service with the District are eligible for Longevity Step 7. Employees who have reached Longevity Step 7 of their classification's salary range, have remained there for at least one (1) year, and have completed 15 years of service with the District are eligible for Longevity Step 8. Employees who have reached Longevity Step 8 of their classification's salary range, have remained there for at least one (1) year, and have completed 20 years of service with the District are eligible for Longevity Step 9. Longevity Step increases are given based on a satisfactory performance review during the past year. See the Finance/HR Superintendent for the most current salary scale which lists the longevity steps.

## VI. EMPLOYEE BENEFITS

- A. **Eligibility for Benefits.** Regular full-time employees of the District are eligible for all benefits specified in these policies. Regular part-time employees are eligible to receive prorated vacation and sick leave benefits as set forth herein. The District retains the right to transition existing employees from regular full-time to regular part-time positions when the economic circumstances of the District so require, which may result in a reduction or termination of some benefits for certain employees. Any such change in classification from full-time employment to part-time employment must be approved by the District Administrator. All employees affected by such change shall receive prior written notice of the change from full-time to part-time employment, the number of hours per week of employment required in the new part-time position, and the extent to which benefits have been reduced and/or eliminated by such change in classification
- B. **Vacation.** Regular full-time and part-time employees begin to earn paid vacation time according to the schedules set forth below.

1. **Regular Full-time Employees.** Vacation leave is granted to regular full time employees. Vacation shall accrue beginning with the employee's first day of employment. Employees shall not be entitled to take vacation until after six (6) months of employment with the District. If an employee is terminated after six (6) months of employment without having used any vacation, said employee is entitled to payment of accrued vacation during the first six (6) months of employment at the employee's regular hourly rate at the time of termination.

An employee must work (or use earned time off, i.e. vacation, sick leave or CTO) a full month in order to accrue vacation for the month. If an employee is docked more than sixteen (16) hours, accrued vacation will be prorated. The following schedule indicates the number of vacation hours to be accrued following each month of employment. (The term "docked" refers to having pay reduced for being absent either with no time available or during introductory period, see Finance/HR Superintendent for full explanation.)

- a. Starting through three (3) years: eight (8) hours per month
- b. Four (4) through nine (9) years: ten (10) hours per month
- c. Ten (10) years or more: twelve (12) hours per month

2. **Regular Part-time Employees.** Regular part-time employees will be entitled to a pro-rata share of the full-time vacation benefit based on the number of hours per week designated in the job description for the position, and as administered for regular full-time employees.
3. **Temporary, Intermittent, Extra Help or Seasonal Employees.** Employees in these classifications are not eligible for the District's vacation benefits.



4. **Ceiling on Vacation Benefits.** Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of three hundred twenty (320) hours of vacation pay at any time. If an employee later uses enough vacation pay to fall below the ceiling, the employee will start accruing vacation pay again from that date forward until the ceiling is reached again.

Once the maximum vacation hours are reached, the accrual will cease until the vacation balance falls below the allowed maximum. An employee may request that an exception be made to the ceiling on vacation benefits because of extraordinary circumstances. No such exception will be made without prior Board approval.

5. **Scheduling Vacation.** Vacation leave shall be arranged by the employee and their supervisor and shall be scheduled to cause the least inconvenience to the District operation. The vacation leave request shall be granted as long as the time period requested is consistent with the requirements of the job. Employees are to request vacation leave no less than seventy-two (72) business hours in advance.

### C. Sick Leave.

1. **Regular Employees.** Regular full-time employees of the District shall be entitled to sick leave at the rate of 9.2 hours per month of continuous regular full-time service beginning with the first month of employment. Regular part-time employees will be entitled to a pro-rata share of the regular full-time sick leave benefit based on the number of hours per week designated in the job description for the position.
2. **Employees Not Designated As Regular Employees.** Employees in classifications not designated as “regular” in the District’s Salary Resolution, who work in excess of thirty (30) days in a twelve (12) month period, shall be given twenty-four (24) hours of sick leave annually to use for the following purposes:
  - a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee.
  - b. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee’s family member (includes parent, child, spouse, domestic partner, parent-in-law, sibling, grandchild, or grandparent).
  - c. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Section 230(c) and Labor Code Section 230.1(a).

There is no carry-over of unused sick leave. On July 1 of each fiscal year all employees eligible under this policy shall have their available sick leave hours reset to the maximum accrual of twenty-four (24) hours.

An employee may use accrued paid sick leave beginning on the ninetieth (90th) day of employment. If an employee separates from the District and is rehired within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated. After one year of separation of employment unused sick leave is forfeited and no payment of accrued sick leave will be made by the District.

Sick leave is available only in cases of illness, injury, or preventative healthcare of an employee or the employee's spouse, children, or other dependents unless otherwise provided for in these policies. For purposes of this policy, spouses shall include unmarried persons in relationships substantially similar to spousal relationships. Introductory employees earn sick leave credits at the same rate as all other employees.

3. **No Entitlement to Compensation for Unused Sick Leave Upon Termination of Employment.** An employee separating from employment shall not be reimbursed for unused sick leave. Upon termination of employment, all accumulated sick leave is lost and shall not be compensated.
  4. **Misrepresentation Regarding Use of Sick Leave.** Since paid sick leave is to protect the employee from loss of earnings and not to provide days off with pay, misrepresentation as to the reason for absence from the District for the purpose of receiving paid sick leave shall be considered as an act of dishonesty and is cause for personnel action up to and including termination.
  5. **Statement of Physician.** The District, through the District Administrator, reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a physician statement that verifies the nature of the illness, injury or disability, its beginning and ending dates, and/or the employee's ability to return to work without endangering their own safety or the safety of others. When requested, such verification and releases may be a condition to receiving sick leave benefits or returning to work. The District Administrator may request such a statement in all situations where it is deemed that such a statement is warranted.
  6. **Procedure.** Employees who are unable to report to work due to personal, dependent or spousal illness or injury should contact their supervisor, personnel and/or the District Administrator as soon as possible and, if feasible, no later than their normal starting time. If an employee becomes sick during the day, their supervisor, personnel and/or the District Administrator should be notified if feasible before the employee leaves work. Failure to follow these procedures may result in treatment of the time as an unpaid absence.
- D. Health Insurance.** All regular full-time employees are eligible to participate in a comprehensive health and dental insurance plan offered by the District through its participation in the Sacramento County Group Health Insurance Plan Program which is administered by Sacramento County for Sacramento County employees and

employees of special districts which elect to participate in the County insurance plans. The District has elected in writing to participate in the Sacramento County Group Health Insurance Plan Program and has agreed to be subject to all the rules and regulations of that program. Pursuant to the County Health Insurance Program, all alternative coverage and options made available to County employees are also available to employees of the District. A list of the alternative coverage shall be presented to District employees and to the Board annually during the open enrollment period.

Pursuant to the County Health Plan Insurance Program, the District will pay the costs of the employee's coverage in the plan selected by the employee up to the maximum amount approved by the Board during the preparation of the annual budget. If the employee chooses a health insurance alternative for which the monthly employee costs exceeds the maximum amount per month approved by the Board, then the employee will be responsible for payment of such excess costs.

All regular part-time employees who work in excess of twenty (20) hours per week are also eligible to participate in this comprehensive health/dental insurance program. The District will pay the cost of the employee's coverage in the plan selected by the employee up to the maximum amount approved by the Board during the preparation of the annual budget. If the employee chooses a health insurance alternative for which the monthly employee costs exceeds the maximum amount per month approved by the Board, then the employee will be responsible for payment of such excess costs.

Employees who are in positions classified as "extra help", "intermittent appointment", "seasonal appointment", or "temporary appointment" in the District's Salary Resolution are not eligible for participation in the comprehensive health/dental insurance program.

**E. Retirement Benefits.** The District participates in the Sacramento County Employees' Retirement System ("SCERS").

1. **Regular Employees Hired Prior to January 1, 2013.** The District provides retirement benefits to all regular full-time employees and regular part-time employees. The retirement program requires contributions from employees as well as contributions from the District. Employees should contact the District's Finance/HR Superintendent regarding current contribution rates and vesting schedules.

Employees over the age of fifty-five (55) shall give the District sixty (60) days written notice of their intention to retire.

2. **Regular Employees Hired After January 1, 2013.** Regular employees hired on or after January 1, 2013 who have not previously been employed by another public employer within the six months prior to the date of hire, and participated in a plan with reciprocity rights with SCERS, is considered a "new member" for purposes of SCERS membership. An employee hired on or after January 1, 2013, who is

eligible for participation in SCERS and who claims participation in a public employment retirement plan with reciprocity rights is required to provide certification of reciprocity within ten days of employment with the District. A new member is required to pay a contribution rate equal to fifty percent (50%) of the normal cost rate for their pension benefit. New members are also subject to the other requirements of the California Public Employees' Pension Reform Act ("CalPEPRA"). New members are subject to different benefit formulas and retirement ages, caps on compensation, and compensation calculations, purchases of additional retirement credits and other provisions as stated in CalPEPRA. New members can contact the District's Finance/HR Superintendent for further information.

3. **Other Employees.** Employees who are not appointed to a "regular" position, i.e., "extra help", "intermittent appointment", "seasonal appointment" or "temporary appointment" in the District's Salary Resolution are not eligible for participation in SCERS.

**F. Overtime Policy/CTO.** Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as administrative, executive, or professional employees within the meaning of the State and Federal Wage and Hour Laws, are exempt from overtime pay and are not subject to this policy. Only full-time employees, other than employees who qualify as administrative, executive, or professional employees within the meaning of the State and Federal Wage and Hour Laws, may normally be authorized to work overtime hours within the meaning of this policy.

Overtime is to be kept to a minimum. All overtime necessitates prior authorization by the supervisor which will generally only be granted in emergency situations. Qualified full-time staff need to monitor their hours to stay within the maximum forty hours. If an employee finds that, due to working over an eight-hour day, they are unable to stay within the forty hours for the week and they have not received authorization to work overtime, they are required to adjust accordingly by the end of the week in order to stay within the required hours.

Employees subject to this policy or authorized to work overtime shall receive overtime pay or compensatory time as provided by law.

1. Authorized overtime is compensated at one and one-half (1.5) times an employee's regular rate of pay for all hours worked over forty (40) hours in any single work week. For purposes of this overtime policy, the District's primary work week begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.
2. Overtime shall be recorded on an employee's timesheet.
3. Overtime is rounded out to the nearest quarter of an hour.

4. Overtime is based on actual hours worked as required by law. Sick time, holiday, vacation, admin time, personal days, and furlough hours paid but not worked are not included in calculating overtime.

5. Compensatory Time Off In lieu of Overtime Pay

a. Full-time nonexempt employees may be given compensatory time off in lieu of overtime pay for authorized work in excess of forty (40) hours per week to be computed at one and one-half (1.5) times the excess hours worked. The District shall keep an accurate record of compensatory time earned and compensatory time off for all such employees. Compensatory time off must be used by the end of the fiscal year during which it is accrued unless an extension is granted by the District Administrator. An employee may not accrue more than one hundred sixty (160) hours of compensatory time off. After one hundred sixty (160) hours have been accrued, any additional authorized overtime worked will be compensated with overtime pay at the rate of one and one half (1.5) times the excess hours worked over forty (40) hours in one week. Request for taking compensatory time off should be submitted to the employee's supervisor in writing as far in advance as feasible.

b. CTO time not used by the end of the fiscal year earned will be included in employee's paycheck for the next pay period, unless otherwise extended by the District Administrator. The CTO is payment for compensation already earned and may not be forfeited.

**G. Administrative Leave.** Employees who qualify as administrative, executive, or professional employees within the meaning of the State and Federal Wage and Hour Laws (exempt Employees) are paid a fixed salary that is intended to cover all the compensation to which they are entitled, regardless of the number of hours worked in any work week. As such, exempt employees are not entitled to overtime pay under any circumstances. However, exempt employees are granted a fixed amount of sixty (60) hours of Administrative Leave each fiscal year. Use of this Administrative Leave shall be authorized by the District Administrator. All such Administrative Leave granted to exempt employees must be used within the current fiscal year. Administrative Leave cannot be accrued and expires on June 30th of each year.

**H. Emergency Pay.** Full-time employees required to assume their own employment duties on an emergency basis because of threatened danger to life or health of District employees or danger to District property shall be entitled to emergency pay. Said emergency pay will be computed at the employee's regular rate of pay for a two-hour (2) minimum period of time and all time spent in excess of two (2) hours shall be compensated at one and one half (1 ½) times the employee's regular hourly rate of pay. If the employee has already worked their forty-hour (40) week, the first two hours will be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay. Employees who qualify as administrative, executive or professional employees

within the meaning of the state and federal wage and hour laws are not subject to this policy and shall not receive emergency pay in addition to their regular salary.

**I. Holidays.** All regular full-time employees of the District shall be entitled to the following holidays with pay:

|                             |  |
|-----------------------------|--|
| New Year's Day              | January 1st  |
| Martin Luther King, Jr. Day | Third Monday in January  |
| President's Day             | Third Monday in February   |
| Memorial Day                | Last Monday in May   |
| Independence Day            | July 4th   |
| Labor Day                   | First Monday in September  |
| Indigenous Peoples Day      | Second Monday in October   |
| Veteran's Day               | November 11 <sup>th</sup>  |
| Thanksgiving Holiday        | Wednesday before Thanksgiving Day (1/2 day)                            |
| Thanksgiving Day            | Fourth Thursday in November  |
| Thanksgiving Holiday        | Friday following Thanksgiving Day                                      |
| Christmas Eve               | December 24th  |
| Christmas Day               | December 25 <sup>th</sup>  |
| New Year's Eve              | December 31 <sup>st</sup> (1/2 day)                                    |
| Floating Holiday            | At employee's request (with supervisors approval) within calendar year |

Regular part-time employees will be entitled to a pro-rata share of the full-time holiday leave benefit based on the number of hours per week designated in the job description for the position.

Holidays falling on Saturday will be observed on the preceding Friday, except where that Friday was also an observed holiday. In the event that holidays fall on back-to-back days it will be left to the discretion of the District Administrator as to the actual days off. Holidays falling on a Sunday will be observed on the following Monday.

Regular full-time employees who are required to work on a holiday shall be granted time off at double time (2) with approval of the District Administrator.

Holidays falling within employee's annual leave period shall not be charged to annual leave.

Employees who work an alternate work week, who's normal day off is a scheduled holiday shall observe the holiday either the day prior or the day following with the approval of the District Administrator.

**J. Life Insurance.** The District participates in the County of Sacramento life insurance benefit. All regular full-time and part-time employees receive the basic benefit approved by the Board of Directors at no cost to the employee. Management employees receive the basic benefit plus one year's salary paid by the District. Employees may purchase additional coverage through payroll deduction.

**K. Travel Expense and Mileage Reimbursement.** An employee shall be reimbursed for mileage when utilizing their personal vehicle for travel on official business, including attendance at conferences, conventions, training institutes, seminars, and professional society meetings. The District requests staff to travel together when attending the same out of District event. Reimbursement will not be made for mileage between an employee's home and the employee's worksite. It is the employee's responsibility to review travel and vehicle options with their supervisor for approval and to submit written approval with their event paperwork to Finance for District files at least two weeks in advance of the event and prior to booking it.

The District mileage reimbursement rate shall be the same as the current, published IRS mileage rate. A signed travel claim must be submitted by the employee and approved by their supervisor prior to reimbursement by the 5<sup>th</sup> day of the following month.

Transportation, when required, must be approved by the District Administrator. Hotel/motel lodging and meals when on business-required travel exceeding 24 hours must be approved by the District Administrator. The District may advance a travel allowance as approved by the Board of Directors. The employee is encouraged to seek the most economical means of travel and lodging.

**L. District Vehicles.** Employees who are listed on the District's automobile insurance policy are authorized to drive District vehicles. The vehicles are to be used only for District business and will not be authorized for any personal use. Only Staff with a valid CDL can drive District vehicles. District vehicles are the responsibility of the Park Superintendent.

**M. Personal Vehicles.** Employees who are required to use their personal vehicles for District business must carry automobile insurance required by state law. When using a personal vehicle for District business, the employee shall not transport family members or other passengers, unless for a specific business purpose or an emergency. All traffic laws shall be observed, and safety precautions taken. Any traffic or parking citation issued to the employee is the responsibility of the employee.

Damage to a personal vehicle occurring while on District business shall be reported to the District Administrator and employee's supervisor. Repairs of up to five hundred dollars (\$500.00) not covered by the employee's insurance may be paid by the District upon approval by the Board of Directors.

N. **Uniforms.** Park maintenance employees will be provided with ten (10) pairs of pants and ten (10) shirts each with a District insignia. Each full-time park maintenance employee and heavy equipment operator, with Park Superintendent's approval, will also be provided with one (1) pair of steel-toed work boots annually with an allowance up to \$160 dollars. It is the responsibility of the Park Superintendent to purchase required uniforms and safety boots. The District will be responsible for laundering the employee's uniforms. It is the responsibility of the employee to provide their uniforms to the District for laundering. The employee shall be required to keep their work boots clean and in good repair at their own expense.

District uniforms should be worn only during normal working hours. Because the uniform represents the image of the District, employees and volunteers should avoid wearing their uniforms (or District logo clothing) outside of their scheduled work time. Employees and volunteers shall not wear uniforms in any location or at any event that may represent or portray the District in a negative light including, but not limited to: bars, nightclubs, adult entertainment clubs, or personal social functions. Examples of acceptable situations where an employee or volunteer may wear their uniform include but are not limited to driving to and from work; picking up children from school or an event; and running quick errands before or after work hours. The following additional rules apply:

- Designated employees and volunteers shall always wear provided uniforms while on duty.
- Other clothing (e.g., safety footwear, gloves, protective eyewear) shall be provided as determined by management.
- Employees or volunteers in no way should modify an accepted uniform standard (e.g., cutting off sleeves).
- The District Administrator or designee has the authority to set additional dress code expectations for their department.

The District will provide the full-time Custodian with a pair of shoes annually, along with some shirts which are not laundered by the District.

Recreation and front office staff will be provided with staff shirts to be worn while representing the District. These shirts will be provided for these staff members by the District. It is the responsibility of the employee to keep their staff shirts clean and in good repair at their own expense.

O. **Dress and Grooming Standards.** The District considers the presentation of the District's image to its customers and the public to be extremely important. Since the District's product includes service, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, the District expects all employees to dress in a professional manner and consistent with good hygiene and safety.



Employees represent the District and department when on duty or in uniform. In choosing appropriate work attire, employees should consider public contact, the nature of the job, safety and working conditions. The District expects all employees to be neat and clean, to dress for work according to generally accepted business and professional standards as dictated by their work assignment and as required by their department. Department Heads will set an appropriate dress and appearance code for their respective departments to provide the best possible image of the District to the community. In enforcing this policy, the District will not discriminate against any employee with a natural hairstyle (braids, twists, locks, or other hairstyles protected from discrimination or harassment based on race) in accordance with California law.

An employee whose religious beliefs or practices conflicts with the Dress Code and Grooming Standards may request an accommodation. This includes wearing of religious clothing, head or face coverings, jewelry, artifacts, and other items that are part of the observance of one's religion. The District will make reasonable accommodations, as appropriate, that do not result in undue hardship or safety risks. All decisions will be made in accordance with the District's interactive and reasonable accommodation process.

**1. Inappropriate Dress and Grooming Standards.** The District reserves the right to restrict dress for legitimate reasons relating to safety, hygiene or environmental conditions in all District facilities during regular working hours. These standards include:

- Torn, dirty, or frayed clothing is unacceptable; all seams must be finished.
- Clothing with prominent, conflicting, or competitive industry logos other than that of OVparks may not be worn while the employee is on duty.
- Clothing with graphics or words that are objectively offensive based on content that is racial, sexual, religious, ethnic, or mocking disabilities, or otherwise violates the District's policy against unlawful harassment or discrimination.
- Hair that is dirty and unkept, regardless of length.
- Perfume and cologne should be in good taste and not distracting to employees or the public.

**2. Body Art and Jewelry.** The District expects all employees to exercise appropriate judgment with regard to personal appearance, dress, and grooming to be most effective in the performance of their workplace duties. The District recognizes that personal appearance is an important element of self-expression and strives not to control or dictate appropriate employee appearance, specifically with regard to jewelry or body art as a matter of personal choice. For the purposes of this section, "body art" includes permanent tattoos, temporary tattoos, scarification, branding, scalpellling, and body painting.

In keeping with this approach, the District allows reasonable self-expression through personal appearance, unless a) it conflicts with an employee's ability to perform their position effectively and safely within their specific work environment, or b) it is regarded as offensive or harassing toward co-workers or others with whom the District conducts business and has contact with employees. Factors that management will consider when determining whether body art and jewelry may pose a conflict with the employee's job or work environment include:

- Safety of self or others.
- Offensive to co-workers, community, vendors, or others in the workplace based on: Racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature or otherwise violates the District's policy against unlawful harassment or discrimination.
- Extremist or gang-related body art or jewelry.

If management determines an employee's jewelry or body art may present such a conflict, the employee will be encouraged to identify appropriate options such as removal of excess or offensive jewelry, covering of tattoos, or other reasonable means to mediate the issue.

**P. District Tools.** The District provides keys, equipment, tools, and supplies to be used exclusively by the employees for the performance of their work duties for the District. Use of District keys, equipment, tools, and supplies for personal reasons, personal benefits or convenience is strictly prohibited and will subject the employee to disciplinary action up to and including termination.

Employees shall not use their personal equipment, tools, and/or supplies for the performance of their work duties without the express authorization from their supervisor. Any damage which occurs to an employee's personal equipment, tools and/or supplies as a result of use in the performance of the employee's work duties will be the responsibility of the employee and not the District unless authorization from the supervisor was obtained prior to such use.

**Q. Technology Use Policy.** The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

**1. Technology Resources Definition.** Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers;

computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

2. **Use.** The District's Technology Resources are to be used by employees only for the purpose of conducting District business. The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons).

Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, in a manner contrary to the best interests of the District, in any way that discloses confidential or proprietary information of the District or third parties, or for personal or pecuniary gain.

3. **District Access To Technology Resources.** All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion.
4. **No Reasonable Expectation Of Privacy.** Although the District does not wish to examine personal information of its employees, on occasion the District may need to access its Technology Resources including computer files, electronic mail messages, voicemail messages and video surveillance. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.
5. **Passwords.** Certain of the District's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to

information. Passwords do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

6. **Data Collection.** The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. Employees are to understand the extent to which information is collected and stored. Examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.
  - a. Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and reset the password.
  - b. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and reset the password.
  - c. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
  - d. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.
7. **Deleted Information.** Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.
8. **The Internet and Online Services.** The District provides authorized employees access to online services such as the internet. The District expects that employees will use these services in a responsible way and for business-related purposes only.

Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity

Employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any websites or other online groups, including web logs (i.e., "blogs"), social media, newsgroups, discussion groups, or non-District email groups without prior approval from a supervisor. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. Designated Staff may use social media for District marketing.

9. **Monitoring.** The District may monitor both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain websites considered inappropriate by the District or its technology provider.
10. **Confidential Information.** The District is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the District and third parties ("Confidential Information"). Employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Employees should take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the internet except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

11. **Software Use.** All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the District Administrator and thoroughly scanned for viruses or other malware prior to installation.

Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the District Administrator. It is the employee's responsibility to adhere to applicable

licensing requirements, including not making or distributing copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of their own possession or control of a personally owned computer, they must delete all District software prior to such sale or other transfer.

The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District's property or proprietary information.

To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied on any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the District Administrator. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the District Administrator.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.

12. **Remote Access To Technology Resources.** The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop or mobile device to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the District Administrator. If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems.

Use of public or home networks, such as unencrypted Wi-Fi networks, can be a threat to the security and reliability of the District's Technology Resources.

Accordingly, employees must only access District Technology Resources via means that are specifically approved by the District Administrator.

13. **Audits.** The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

**R. Telecommuting Policy.** Telecommuting is a work arrangement in which some or all of the work is performed off District premises, such as in the home. Communication may be by one of several means such as telephone, computer, and fax. Prior to an employee being permitted to perform work by means of telecommuting, it will be necessary for the employee and District Administrator to meet and determine the parameters of such work. The arrangement must be in the best interests of the District and should not cause significant problems for the District, other staff or the employee. The employee must understand that not all job duties and/or positions may be performed by means of telecommuting.

**S. Cell Phone Stipend Program.** In lieu of providing employees in certain positions with a District owned cell phone, the District recognizes that there are substantial business reasons for certain positions within the District to utilize their personal cell phones to (1) be available by cell phone, or use their cell phones during business and non-business hours for immediate or emergency contact; and/or (2) be available to speak with customers/residents while the employee is not in their office. The District offers a stipend to the positions within the District that has these types of demands to compensate the employee for using their personal cell phones for these purposes. These positions are ones with facility responsibility, other significant off-hours programs that may require immediate off-hours contact by District staff and/or customers/residents or have program responsibilities that regularly require them to be out of District offices with limited land-line availability and remain available to District staff and/or customers/residents. The following policies/procedures will apply:

1. The stipend is made available on a voluntary basis for the selected positions listed below. Employees may choose not to participate and may opt out at any time.

***Designated Positions:***

District Administrator  
Parks Superintendent  
Finance/HR Superintendent  
Recreation Supervisor  
Administrative Services Supervisor  
Recreation Coordinator

2. The stipend shall be in the amount of \$25.00 per month in which the employee has participated. Employees must have participated in the stipend program for the entire month to be eligible for payment.

3. The stipend is intended to compensate the employee for the reasonable portion of the employee's cell phone billing utilized for business purposes only.
4. The employee understands that he/she may be required to make cell phone records, text messages, and other electronic data and documents related to District business available for review by the District and/or pursuant to a request for public documents as required by a court order, the California Public Records Act, or other state or federal law.
5. The District may also request the necessary documentation of business use of the cell phone to determine the appropriateness of eligibility for the stipend as well as reasonableness of the stipend amount.
6. In that the stipend is intended to reimburse the employee for business use of his/her personal cell phone, the monthly stipend amount is not considered as part of the employee's base pay for calculating salary increases. The stipend amount is also intended to be excludable from the employee's income as a working condition fringe benefit and therefore not taxable as outlined in Publication 15-B of the Internal Revenue Service.
7. To receive the stipend, the employee must commit to the following:
  - a. To make their cell phone number available on District phone lists.
  - b. To be willing to make and receive calls on their cell phone both during work time and non-scheduled time.
  - c. Sign the Cell Phone Stipend Participation Form. (See Appendix C)

**T. Employee Use of District Facilities.** Regular full-time employees shall be granted use of any District facility one (1) time per year (except swimming pool) at a cost equivalent to fifty percent (50%) of the fees assessed for that facility. Eligible employees will only be able to reserve the facilities one month prior to their required usage to minimize disruption of revenues. Eligible employees are required to follow all District policies regarding use of the facility, and complete and execute all documents normally required for the use of such facilities.

Note: Employee's 50% discount is for facility rental fee only. All other costs (i.e., insurance, security deposit, alcohol permit, security guards) are not discounted.

**U. Conference, Training and Educational Assistance.** Regular employees of the District are encouraged to pursue educational opportunities that are related to their present work, which will prepare them for foreseeable future opportunities with the District, or which will prepare them for future career advancement. The District will pay for training classes that are approved in advance in writing. Any such educational opportunities are voluntary and not required by the District. The employee will not be compensated for his or her time if the conference and/or seminar is not during working hours.



**V. Integration of Accrued Leave with State Disability Insurance Benefits of Eligible Employees.**

1. Regular employees who are absent from duty because of illness or injury and have been authorized to use District paid leave benefits, i.e., sick leave, vacation, compensating time off and holiday time, shall be eligible to integrate the payment of State Disability Insurance benefits with such District paid leave benefits. No integration of District paid leave benefits and State Disability Insurance shall occur unless the District Administrator has approved the use of the District paid leave benefits by the employee requesting integration.
2. Whenever eligible employees who have accrued leave balances receive State Disability Insurance (SDI) benefits, the use of the accrued leave balances shall be integrated with the SDI benefits to the extent possible so as to provide a combined bi-weekly adjusted net income equivalent to 100% of the regular net income (gross income less mandatory deductions) as long as such eligible disability qualifies and available leave balances are authorized by the District Administrator.

The leave balances that will be available for integration with SDI benefits and the required order of their use are: sick leave, vacation, compensating time off and holiday-in-lieu time. The District will pay sick leave benefits to an eligible employee during the normal waiting period before the employee is paid benefits from the SDI program or another insured unemployment disability plan. If there is a gap between the waiting period time and the time that the employee receives their SDI benefits, the employee may utilize their vacation leave to cover the amount that should have been received from SDI and sick leave for the balance to receive full payment of their salary. If the employee reimburses the District once SDI benefits are received, their vacation leave shall be credited back to their account.

3. The following conditions shall apply where SDI benefits are integrated with accrued leave balances:
  - a. Employee authorized deductions shall be deducted from the net income of the employee.
  - b. Special pay allowances which are not permanent (such as overtime, standby, night shift differential, call back or out-of-class pay) shall not be counted in determining the gross or net income of the employee.
  - c. Sick leave and vacation shall not accrue during the period the employee receives the integrated leave and SDI benefits, except that the employee shall accrue a pro-rated sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs.

- d. When an employee exhausts all available District paid leave balances, the employee shall return to work or request an unpaid leave of absence from the District Administrator. Regardless of whether the employee continues to receive SDI payments, once all District paid leave balances are exhausted, District compensation shall cease unless the employee returns to work.
- e. Eligible employees who are part-time employees, shall be entitled to the integrated leave and SDI benefits of this section in the same ratio that their part-time employment has to full-time employment (that is, a pro-rated basis).

## VII. LEAVES OF ABSENCE

- A. **Unpaid Leaves unless Otherwise Provided.** It is the District's policy to grant leaves of absence to employees on a nondiscriminatory basis. Leaves of absence will be considered in cases of medical disability or pregnancy/paternity, and in cases of personal emergency, military duty, jury duty, witness duty, bereavement, or other special circumstances. Unless specifically provided in these policies, all leaves of absence are available only on an unpaid basis.
- B. **Maximum Period of Leave.** If special circumstances are required, the District Administrator may grant an employee a leave of absence not to exceed a period of twelve (12) months. A leave of absence for the District Administrator must be approved by the Board of Directors.
- C. **Leaves of Absence During Introductory Period.** If an employee is absent due to a leave of absence granted during the introductory period, their introductory period will be extended by the exact number of days that they are absent for such purpose.
- D. **Absent Without Leave.** An employee absent without leave, for more than two (2) working days will be deemed to have voluntarily resigned.
- E. **Discretion of Administrator.** Notwithstanding any provisions of this policy, and subject to the provisions of applicable law, all leaves of absence are granted at the sole discretion of the District Administrator, with the exception of leaves granted to the District Administrator, which shall be granted at the sole discretion of the Board of Directors.
- F. **Standards of Considering Granting Leaves of Absence.** Subject to any applicable legal restriction, requests for leaves of absence will be considered on the basis of an employee's length of service, performance, responsibility level, the reason for the request, and the District's ability to obtain a satisfactory replacement for the employee during the time the employee will be away from work.
- G. **Change of Employment.** An employee will not be granted leave to engage in business or try out a new job.
- H. **Benefits During Unpaid Leave.** Employees on unpaid leaves of absences do not accrue vacation or sick leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of any benefit provided by the District. Unless otherwise required by law, an employee is responsible for the payment of their health benefits while on an unpaid leave of absence. The employee must make arrangements to pay the cost of such coverage before the leave begins.

When an employee returns from an unpaid leave of absence, the eligibility and accrued dates for all benefits for which the employee is eligible will be adjusted to reflect the

period of such leave. If a paid holiday falls during the period an employee is on unpaid leave of absence, the employee will not be eligible for holiday pay.

- I. Returning from Leave of Absence.** When an employee is placed on a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement following each leave of absence.

If an employee's former position cannot be held open and is unavailable when the employee is ready to return in a timely manner from an approved leave, effort will be made to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next such position for which the employee is qualified that becomes available. Employees who do not accept such a position offered by the District will be considered to have voluntarily resigned, effective the date such refusal is made.

- J. Failure to Return after Leave.** If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of their leave, the employee will be deemed to have voluntarily terminated their employment.

- K. Misrepresentation Regarding Leaves.** Misrepresenting reasons for applying for a leave of absence may result in disciplinary actions, including termination.

**L. Types of Leave.**

- 1. Medical Leave of Absence.** Employees who are temporarily unable to perform their usual and customary work due to a personal illness or injury including but not limited to work related injuries, will normally be granted a medical leave of absence. Medical leaves, if granted, will normally be granted based on a physician's written statement that an employee is no longer able to work due to the medical disability. An employee who plans to take a medical leave must provide the District Administrator reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected that the employee will return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for medical leave, the employee must notify the District of the situation within three (3) working days of an absence.

Employees returning to work after any medical disability leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

- 2. Pregnancy-Related Disability Leave.** Any employee who is disabled due to pregnancy, childbirth, or related conditions may take a pregnancy-related disability

leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Family Care Leave. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, the District will attempt to make accommodations for an employee for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider.

**3. Family Care Medical Leave.** The District will conform to the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993 (referred to collectively as Family Care Medical Leave). The District's objective is to promote stability and economic security in the families of its employees by providing family care leave for eligible employees.

- a. Employees who have completed at least one (1) year of service (provided there is no break in service longer than 7 years), and at least 1,250 hours of part-time service during the previous twelve-month period may request a Family Care Medical Leave. An employee returning from fulfilling their National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.
- b. This leave can be a combination of vacation, sick leave and/or leave without pay. The District may require that an employee on a leave of absence pursuant to this policy must first exhaust any accumulated sick leave and/or vacation leave time. Once any sick and/or vacation leave time has been expired, the leave of absence shall be without pay.
- c. Family Care Medical Leave can be taken in one or more intermittent periods and may not exceed a total of twelve (12) work weeks during a twelve (12) month period. When used intermittently, the 12 weeks is 60 workdays, or 480 hours for a fulltime employee. Increments of intermittent leave may be in partial days of one hour or longer.
- d. Family Care Medical Leave means any of the following:
  - (1) Under FMLA: Leave to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a "serious health condition".
  - (2) Under CFRA: Leave to care for a close family member, as defined by the California Family Rights Act, which includes spouse, registered domestic partner, child of employee or registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or

“designated person” which may be a blood relative or an individual whose relationship with the employee is the equivalent of a family relationship.

- (3) Leave because of an employee's own "serious health condition" that makes the employee unable to perform the functions of the position of that employee, as defined by the Federal FMLA and the California CFRA.
  - (4) Leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child. If two parents work for the District, both parents are able to take 12 weeks of child bonding leave, provided they are otherwise eligible by length of service and hours worked in the immediately preceding 12 months.
  - (5) A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves (a) under FMLA an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider consisting of treatment two or more times for a condition which causes a period of incapacity of more than three consecutive calendar days; and (c) under CFRA treatment for substance abuse.
- e. An employee requesting Family Care Medical Leave because of their own serious health condition must provide medical certification from the appropriate healthcare provider to the District that such serious health condition precludes the employee from performing their regular job duties or any transitional work duties offered to the employee through the District's Early Return to Work Program. An employee requesting Family Care Medical Leave because of a close family member's serious health condition must provide medical certification from the appropriate health care provider to the District that the employee's care rendered for the close family member's serious health condition is medically necessary. Under CFRA, family care may include activities of daily living, making, or participating in medical decisions, transportation and psychological comfort. Failure to provide the required certification in a timely manner may result in denial of the leave request until such certification is provided.

If the District has reason to doubt the medical certification supporting the leave because of the employee's own serious health condition, the District may request a second opinion of a healthcare provider of its choice, paid for by the District.

Medical re-certification may be required if leave is sought after expiration of the time for leave initially estimated by the healthcare provider. Failure to submit such required re-certification can result in termination of the leave.

4. **Military Leave.** The District will grant employees a military leave of absence to the extent required by applicable federal and state law. Employees must notify their immediate supervisor as soon as they know the required dates of service and furnish the supervisor with a copy of the official orders or instructions. Upon return from an excused military leave, the employee will be reinstated to their former position, or another position, to the extent required by applicable law. In order to be eligible for reinstatement, the employee must (1) report to the District or apply for employment within the period required by federal and state laws and (2) provide a certificate of satisfactory completion of service, as well as appropriate documentation to establish that the employee is eligible for reinstatement.

Any leave of absence granted shall be without pay, unless otherwise required by applicable law. An employee may request to substitute accrued vacation for any unpaid portion of the military leave. An employee whose service is completed in thirty or fewer days will continue receiving health benefits on the same terms as they received prior to commencing military leave. For service beyond thirty days, the employee could continue health benefits pursuant to applicable federal and state law. The employee must arrange to pay the cost of such coverage before the leave begins. Upon an employee's return to work, the District will count the time spent on active duty as time worked (1) for determining eligibility for FMLA or CFRA leave; and (2) for retirement plan eligibility, vesting and benefit accrual. Vacation and sick leave benefits do not accrue during any unpaid period of military leave.

5. **Military Family Leave Under the Federal Family and Medical Leave Act.** The Federal Family and Medical Leave Act entitles eligible family members of military personnel to take a leave of absence under specific circumstances. An eligible employee may seek a leave of absence under the following circumstances:
  - a. **Exigency Leave under FMLA and CFRA.** Eligible employees are entitled to take up to twelve (12) work weeks of Family Care Medical Leave during a twelve (12) month period for qualifying exigency arising out of an employee's spouse, child, or parent being on covered active duty (or being notified of an impending call order to covered active duty) in the Armed Forces outside of the United States. Covered active duty means: (1) for members of the Regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), duty during

deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

A “qualifying exigency” includes the following events:

- (1) Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven (7) calendar days beginning on the date the covered service member receives the notification.
- (2) Military events, official ceremonies, events or programs related to the call to active duty or related activities and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- (3) Certain childcare and school activities, such as arranging for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences or meetings with school counselors.
- (4) Making or updating financial or legal arrangements related to the covered service member’s absence, such as preparing powers of attorney, wills, transferring back accounts and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- (5) Attending counseling sessions, the need for which arises from the active duty or call to active duty status of the covered military member.
- (6) Up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
- (7) Attending to certain post-deployment activities including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of a covered military member’s active duty status and addressing issues arising from the death of a covered military member.



(8) Parental leave where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (a) to arrange for alternative care for the parent; (b) to provide care for the parent on an urgent, immediate need basis; (c) to admit or transfer the parent of the military member to a care facility; or (d) to attend a meeting with staff at a care facility for the parent.

(9) Any other event that the employee and District agree is a qualifying exigency.

b. **Military Caregiver Leave (MCL).** Eligible employees are entitled to take up to twenty-six (26) weeks of Family and Medical Leave in a twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of active duty. A covered service member is either: (a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness, or (b) a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. However, A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member.

Military Caregiver Leave is not in addition to the twelve (12) weeks of Family Care Medical Leave normally available to eligible employees but is aggregated with all other types of qualifying leave during the applicable twelve (12) month period. The twelve (12) month period begins on the day the employee begins caregiver leave and ends twelve (12) months thereafter.

Military Caregiver Leave is available on a per service member per injury basis, so an eligible employee may be entitled to take more than one such leave during their employment to care for different service members or for the same service member with a subsequent injury or illness. In such circumstances, leave is still limited to no more than twenty-six (26) weeks during the applicable twelve (12) month period:

(1) An "eligible employee" is a spouse, son, daughter, parent or next of kin of a covered servicemember who meets the employment criteria in subsection 3(a), Family Care Medical Leave, above. For purposes of this leave, the definition of son or daughter includes the service member's "biological, adopted or foster child, stepchild, legal ward or

child for whom the service member stood in loco parentis, and who is of any age." The definition of parent includes the service member's "biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the service member." Parents-in-law are not included. Next of kin is defined as the service member's nearest blood relative (other than a spouse, parent, or child) in the following priority order - custodial blood relatives, siblings, grandparents, aunts and uncles, and first cousins. Family members sharing the same relationship (e.g., all siblings) will all be considered next of kin and each will be entitled to leave for caregiving.

If a married couple both work for the District and are eligible for Family Care Medical Leave, such leave may be limited to a combined total of twenty-six (26) weeks caregiver leave.

- (2) "Serious injury or illness" for a current service member is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating. For a veteran, a "serious injury or illness" is one that rendered the veteran medically unfit to perform their military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

**Notes:**

**Required Documentation.** An employee's request for leave to care for a covered service member with a serious injury or illness must be supported by an appropriate certification that shall:

- a. Be completed by an authorized health care provider; or
  - b. Include a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.
  - c. An employee's request for leave for a qualifying exigency must be supported by: A copy of the covered military member's active duty orders; and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.
- (3) **Notice.** An employee must provide thirty (30) days advance notice to the District of the need to take military caregiver leave for planned medical treatment for a serious injury or illness of a covered service

member. If the leave is not foreseeable, and the thirty (30) days advance notice is not practicable, the employee must provide notice as soon as practicable, generally the same or next business day. If the leave is unforeseeable, the employee must provide notice as soon as practicable under the facts and circumstances of the particular case.

- (4) Employees must provide notice to the District as soon as practicable for foreseeable leave for a qualifying exigency.

**6. Bereavement Leave (California law effective 1-1-2023)**

This policy applies to all employees who are not represented under a collective bargaining agreement. It includes at-will, confidential, extra help, substitutes and other employees who provide services for the District and who receive a W-2 for the wages earned during employment. Any employee taking bereavement leave must be employed by District for thirty (30) days.

In the event of a death in an employee's close family, an employee may be granted up to five (5) days of bereavement leave to handle matters related to death and grieving. If additional time is needed for bereavement-related activities, the employee may request an unpaid leave of absence or may request use of accrued vacation, PTO, or compensatory time.

"Immediate family" includes the employee's spouse, domestic partner, parents (including step- parents, parents-in-law and domestic partner's parents), grandparents, grandchildren siblings, children, children of a domestic partner, stepchildren, adopted children and foster children.

A "Spouse" means a partner in marriage as defined in Family Code section 300 or a registered domestic partner, within the meaning of Family Code sections 297 through 297.5. As used in this article and the Family Code, "spouse" includes same-sex partners in marriage.

A "domestic partner" is any person in a relationship pursuant to the requirements for filing as domestic partners under California Family Code section 297 and who has registered with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

A "Parent" means a biological, foster, or adoptive parent, a parent in-law, stepparent or another person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco

parentis to the employee as a child.

A “Parent In-Law” means a spouse’s or domestic partner’s biological, foster, or adoptive parent, parent in-law, stepparent, or another person who stood in loco parentis to the spouse or domestic partner when the spouse or domestic partner was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the spouse or domestic partner.

A “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis. “In loco parentis” means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship.

A “Grandchild” means the child of an employee's child.

A “Grandparent” means a parent of the employee's parent

A “Sibling” means a person related to the employee by blood, adoption, or by having a common legal or biological parent.

The five days do not have to be used all at once; however, all bereavement leave is expected to be used within three months of the family member’s death.

The District may request documentation of the death, which may be either a death certificated, an obituary, or a program from a funeral or memorial service.

If additional time is needed for a health condition the employee is experiencing after the death of a loved one, the employee an eligible employee may request leave under the Federal Family & Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), with potential use of sick leave.

- 7. Jury and Witness Duty.** It is the District’s policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty or is required by law to appear as a witness, the employee is required to notify their direct supervisor and the HR/Finance Superintendent immediately. All full-time employees will be paid their regular wages while on jury or witness duty up to a maximum of twenty (20) working days each calendar year. Any time spent in jury or witness duty thereafter will not be compensated by the District. Any fees received by the employee for such services shall be endorsed over to the account of the District.

**8. Alcohol and Drug Rehabilitation Leave.** The District provides an unpaid leave to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to safely and competently perform their job. Employees who have a problem with alcohol and/or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to the District to provide time off. For more information see Appendix A.

**9. Leave for Educational/Daycare Purposes.** Employees will be granted unpaid leave for up to forty (40) hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation time for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

**10. Voting Time Off.** With all registered voters in California now able to vote by mail in elections, it would be unusual for employees to need to vote during work hours. If an employee has an extenuating circumstance or hardship that makes voting during work hours their only option, then they are to seek permission from their immediate supervisor and the District Administrator. Up to two (2) hours of paid time off could be provided for voting.

**11. Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel.** Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters also are eligible for leave of up to fourteen (14) days per calendar year for fire or law enforcement training. Exempt employees who work any portion of a work week in which they also perform such emergency duties or training will receive their full salary for that work week. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

**12. Leave Related to Domestic Violence or Sexual Assault.** The District will provide time off to an employee who has been the victim of domestic violence or sexual

assault to seek any relief, including but not limited to ensure the health, safety, or welfare of the domestic violence victim. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within fifteen (15) days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victim's advocate, or counselor.

13. **Crime Victims' Leave.** The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.
14. **Bone Marrow and Organ Donor Leave.** Employees who will be the recipient or provider of a donated organ or of bone marrow shall be entitled to up to 30 days of leave. Upon written verification to HR that an employee is donating a medically necessary organ or bone marrow; the Authority shall grant to an employee the following paid leaves of absence to assist with the organ or bone marrow donation:
  - A leave of absence not exceeding 30 days to an employee who is an organ donor in any one-year period, for the purpose of donating his/her organ to another person.
  - A leave of absence not exceeding five days to an employee who is a bone marrow donor in any one-year period, for the purpose of donating his/her bone marrow to another person.

An employee may use their sick leave or vacation leave for bone marrow donation and a minimum of two weeks of earned but unused sick or vacation leave for organ donation.

Bone marrow and organ donation leave does not run concurrently with any leave taken such as the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

15. **Personal Leave.** Personal leaves of absence may be requested by a full-time employee and may be granted in the sole discretion of the District Administrator to enable eligible employees to receive extended time away from work to handle personal obligations without incurring any break in continuity of service. A personal leave may not be taken for the purpose of changing jobs or professions.

Employees who require a leave of absence for personal reasons must notify the

District Administrator in writing of the need for such a leave and must receive written approval from the District Administrator.

16. **Catastrophic Leave.** Personal leaves of absence may be requested by a full-time employee and may be granted in the sole discretion of the District Administrator to enable eligible employees to receive extended time away from work to handle personal obligations without incurring any break in continuity of service. A personal leave may not be taken for the purpose of changing jobs or professions.

Employees who require a leave of absence for personal reasons must notify the District Administrator in writing of the need for such a leave and must receive written approval from the District Administrator.

A. **Purpose.** To establish the procedure for the voluntary donation of leave hours for catastrophic illness or injury to regular employees of the Orangevale Recreation and Park District (“the District”).

B. **Definitions.**

1. Catastrophic illness or injury: means a medically certified illness, injury resulting in incapacity to work, acute or chronic physical or mental condition that prevents an employee from returning to work for a period of twenty (20) or more workdays.

2. Leave Balance: Vacation leave or compensatory time that has fully accrued to the donor employee.

3. Donor: The regular employee who elects in writing to donate specified amounts of accrued leave from the donor employee’s leave balance.

4. Recipient: The regular employee to whom specified amounts of accrued leave are donated, and thereafter applied to the recipient employee’s workday absences.

C. **Eligibility.**

1. Donors: Any regular employee may donate usable vacation, or compensatory time off to another regular employee who is suffering from a catastrophic illness or injury condition. Donors are encouraged to maintain a minimum of 160 hours on the books for their personal use.

2. Recipients:

a. Any regular employee suffering from a catastrophic illness or injury is eligible to request donations after all leaves (vacation,

sick, administrative, compensatory time, floating holiday, and furlough days) have been (or are expected to be) exhausted.

- b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least 30 calendar days must be submitted to the Personnel Department with application.

**D. Procedures.**

1. Hours shall be donated in minimum of two (2) hour increments on the appropriate donation form.

2. Donated hours will be credited to the recipient on an as needed basis. Hours will be used consecutively to keep the recipient in a fully paid status as long as donated hours allow while on catastrophic leave.

3. All hours donated, whether vacation or compensatory time will be converted to sick leave hours for the recipient and entered to their sick leave accrual balance by Payroll at the end of each pay period.

- a. Donors vacation or compensatory balance will be debited at the end of each period as needed. This will continue until either the donations are exhausted, or the employee returns to work.

- a. In the event the recipient should die, any sick leave hours in that account may be maintained in the Bank to be distributed amongst the other participants in the program, as needed. The vacation hours in the recipient account become a part of the recipient's estate.

4. HOURS are to be donated, not wages. There will be no tax liability to donors.



## VIII. GRIEVANCE RIGHTS

A. **Definition.** A grievance shall be defined as a complaint of an employee or group of employees alleging unsafe or unhealthy working conditions or a claimed violation, misrepresentation or inequitable application of District policies or rules affecting employment conditions and relationships.

B. **General Provisions.**

1. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. The time limitation for any step may be extended if circumstances warrant as determined in the sole discretion of the Department Head or District Administrator.
2. An employee may be assisted in presenting a grievance by a representative on behalf of that employee. Any cost for representation will be the responsibility of that employee.
3. An employee may present a grievance while on duty. An employee while on duty may present another employee's grievance. The use of District time for this purpose shall be reasonable. The Board of Directors shall determine what constitutes reasonable time, upon the recommendation of the District Administrator. Decision to be made with regard to a grievance filed by 1) another employee in the grievance of a fellow employee and 2) what specified time frame should be set to present their grievance versus giving the employee however long it takes to resolve the grievance.
4. An employee shall bring only grievances as defined above. If an employee's complaint does not fall within the definition of a grievance, the District Administrator shall advise the employee how to proceed to pursue the complaint. This grievance procedure may not be used to complain about another employee. Such matters should be taken to your immediate supervisor or to the District Administrator if the employee chooses.
5. The grievance procedure may be used by an employee without fear of prejudice. Reprisals shall not be taken against an employee for submitting a grievance. Supervisors and other management representatives shall not delay or suppress submission and orderly consideration of a grievance.
6. The District shall attempt to ensure the confidentiality of all communications pertaining to employee grievances. Such communications shall not be discussed except with the employee or representative and the appropriate supervisory personnel as necessary to ensure an adequate investigation of the grievance.

7. All communications pertaining to employee grievances shall be confidential and shall not be discussed except with the employee or the representative and the appropriate supervisory personnel.
8. The District Administrator or the Board of Directors each may issue such supplemental procedures and instructions as may be necessary to implement this policy.

**C. Grievance Procedure.**

**1. Step One: Discussion with Department Head.**

A written statement of the grievance must be submitted within fourteen (14) days of the incident. A grievance must be presented first to the Department Head (unless the Department Head is the subject of the grievance), who shall attempt to resolve the grievance within fourteen (14) working days. Only one incident may be presented per grievance. A grievance may not be filed on an incident or issue which does not impact the employee or on which the employee does not have legal standing.

Specifically excluded from the grievance procedures are subjects involving the amendment of state or federal law; resolutions adopted by the District's Board of Directors, ordinances or minute orders, including decisions regarding wages, hours, and terms and conditions of employment.

The statement shall include the following:

- a. A concise statement of the grievance including a specific reference to any law, policy, rule, regulation, and/or instruction deemed to be violated, misapplied, or misinterpreted.
- b. The circumstances involved.
- c. All known parties.
- d. The decisions or communications provided by supervisors or other managers regarding the incident.
- e. The specific remedy or relief sought.

If the grievance is not informally settled within fourteen (14) working days, the Department Head shall provide a written response to the grievant. In the event the matter cannot be adequately addressed within the fourteen (14) working day period, the Department Head can extend the time by providing written notice to the grievant.

## **2. Step Two: Discussion with District Administrator.**

If the grievant is unsatisfied by the Department Head's written response, the grievant may appeal to the District Administrator. The grievant must notify the Department Head and the District Administrator of their wish to appeal the Department Head's response within five (5) working days of receipt of the written response. An appeal may not contain issues which have not been considered by the Department Head in the initial grievance. The appeal must state:

- a. A concise statement of the grounds for the appeal.
- b. A description of any evidence which the grievant contends was not reviewed sufficiently by the Department Head.
- c. The specific remedy or relief sought.

The District Administrator shall have fourteen (14) working days within which to review the matters set forth in the appeal. If, in the sole discretion of the District Administrator, it is determined that additional time is necessary to consider the matters in the appeal, the District Administrator shall notify the grievant of the additional time required. The District Administrator shall issue a written decision after a complete review of the appeal.

## **3. Step Three: Appeal to the Board.**

If the employee is not satisfied with the decision rendered, the employee may appeal the grievance within ten (10) working days to the Board of Directors. An appeal may not contain issues which have not been raised in the initial grievance. The appeal must state:

- a. A concise statement of the grounds for the appeal.
- b. A description of any evidence which the grievant contends was not reviewed sufficiently by the Department Head and District Administrator.
- c. The specific remedy or relief sought.

## IX. PERSONNEL ACTION

The District and its employees are judged on their performance and results and it is important that both retain the ability to determine their respective relationships with one another. Consequently, it is important to note that employees and the District share the right to sever the employment relationship at will, at any time, with or without cause or advance notice. Any personnel action initiated by the District is subject to an employee's right of appeal as set forth in Paragraphs F through L below.

- A. **Dismissal.** All employees of the District, including the District Administrator, are at will and may be dismissed at the will of the District without cause at any time.
- B. **Other Personnel Action.** As used herein "personnel action" may include, but is not limited to, disciplinary action other than dismissal such as reduction of pay step, suspension from job duties, demotion or probation.
- C. **Persons Authorized to Initiate Personnel Action.** The Board of Directors shall have the authority to initiate personnel action against the District Administrator and the District Administrator shall have the authority to initiate personnel action against an employee or a department head. The District Administrator may delegate authority to initiate personnel action against non-supervisory personnel to department heads.
- D. **Grounds for Personnel Action.** Rules outlining acceptable conduct of employees are necessary, for the orderly operation of District business and for the benefit and protection of the rights and safety of all employees. Examples of impermissible conduct that may lead to personnel action are identified below to promote understanding of what is considered to be unacceptable conduct and to encourage consistent action by the District in the event of violation. However, it is impossible to provide an exhaustive list of types of conduct that may result in personnel action. It is also important to remember that employment with the District is at will and may be severed by either party with or without cause. The listing of conduct which may result in personnel action being taken does not alter this at will relationship.

Examples of impermissible conduct that may lead to disciplinary action are identified below to promote understanding of what is considered to be unacceptable conduct and to encourage consistent action by the District in the event of violation. The following list contains some, but not all, of the examples of conduct that may lead to the imposition of discipline, up to and including termination.

1. Fraud in securing employment
2. Incompetence
3. Inefficiency
4. Inexcusable neglect of duty
5. Insubordination
6. Dishonesty

7. Being under the influence of alcohol, narcotics, or habit-forming drugs while on duty. Being under the influence of such drugs after completion of a District approved alcohol or drug rehabilitation program will result in immediate termination.
8. Addiction to the use of narcotics or habit-forming drugs or use or possession of such materials in such a manner as to adversely affect job performance
9. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
10. Discourteous treatment of the public or other employees
11. Improper political activity as governed by the Federal Hatch Act California Government Code
12. Willful disobedience
13. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment
14. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or employee
15. Physical or mental disability when disability precludes the employee from proper performance of their duties and responsibilities, and reasonable accommodation is not possible as determined by competent medical authority and/or business necessity
16. Failure to possess or keep in effect any license or certificate or other similar requirement
17. When use of sick leave interferes with the orderly operation of the District or the satisfactory performance of duties
18. Inexcusable absence without leave
19. Job abandonment
20. Excessive tardiness
21. Theft
22. Altercations, whether physical or verbal, with other employees, supervisors, or patrons.
23. Unlawful harassment including sexual or other harassment of other employees
24. Consistent failure to observe safety regulations or other unsafe conduct
25. Violation of District policies
26. Discrimination
27. Falsifying documents (mileage, timecards, receipts).

**EMPLOYMENT BY THE DISTRICT IS AT THE MUTUAL CONSENT OF THE EMPLOYEE AND THE DISTRICT.** Accordingly, either can terminate the employment relationship at will, at any time, with or without cause or advance notice.

**E. Notice of Proposed Personnel Action.**

The employee normally will be given advance notice of dismissal or other proposed personnel action. However, if the District Administrator or the employee's supervisor has reasonable cause to believe that retention of an employee pending review of their response to the notice of proposed personnel action or proposed dismissal will result in damage to District property, will be detrimental to the interests of the District, or will be injurious to the employee, fellow workers or the general public, then the District Administrator may suspend said employee immediately without pay and without benefits pending the employee's response and/or pending any appeal or hearing.

The notice of proposed personnel action or proposed dismissal shall be served on the employee either personally or by registered or certified mail.

During the notice period, the employee is on normal pay status and normally remains on the job unless said employee has been suspended immediately without pay and without benefits. An employee also need not be paid during the notice period if they are unavailable to work, absent without leave or in jail.

**F. Contents of the Notice of Proposed Personnel Action.**

A Notice of Proposed Personnel Action shall include the following information:

1. A statement of the nature of the personnel action specifying whether it is dismissal, suspension, demotion, reduction of pay step and/or probation.
2. The effective date of the action.
3. A statement of the causes for such personnel action to allow the employee fair opportunity to refute the charges. If the employee is being dismissed without cause, the notice should contain a statement that the employee is being dismissed or terminated at the will of the District Administrator or the Department Head as the case may be.
4. A statement advising the employee of their right to appeal to the District Administrator or the Board of Directors from the personnel action if initiated by the Department Head or District Administrator, respectfully; and of the manner and time within which said appeal must be taken, and of the required content of the appeal notice.

**G. Appeal and Answer.**

An employee may appeal in writing to the District Administrator with respect to any personnel action initiated by a Department Head and/or to the Board of Directors with respect to any personnel action initiated by the District Administrator. Said appeal

must be brought within ten (10) calendar days of receiving the notice of proposed personnel action. Any such appeal shall contain the following information:

1. A concise statement of the grounds for the appeal.
2. A description of any evidence which the grievant contends was not reviewed sufficiently by the Department Head and/or District Administrator.
3. The specific remedy or relief sought.

**H. Failure to File Appeal Notice.**

If the employee against whom personnel action is taken fails to file a notice of appeal within the time specified, the personnel action shall be deemed final.

**I. Appeal Hearing/Timing.**

1. Appeal to the District Administrator. If the appeal is made to the District Administrator, they shall have fourteen (14) working days within which to review the matters set forth in the appeal. If, in the sole discretion of the District Administrator, it is determined that additional time is necessary to consider the matters in the appeal, the District Administrator shall notify the employee of the additional time required. The District Administrator shall issue a written decision after a complete review of the appeal.

2. Appeal to the Board of Directors. If the appeal is made to the Board of Directors, a hearing will be conducted at the earliest administratively convenient date, taking into consideration the established schedule of the District Administrator, the availability of the Board, counsel and witness (if applicable). The employee shall be entitled to appear personally, produce evidence and witnesses. Informality in any such hearing shall not invalidate any order or decision made or approved by the Board of Directors.

**J. Processing of Decision-Finality.**

The decision of the District Administrator and/or Board of Directors shall be certified in writing to the employee against whom the personnel action has been taken or their designated representative within ten (10) calendar days following the final decision. The decision of the District Administrator or Board of Directors shall be final.

**K. Maximum Period of Suspension.**

Any suspensions involved under this section against one person will not exceed ninety (90) calendar days in any twelve (12) month period.

## APPENDIX A

### ALCOHOL AND DRUG FREE WORKPLACE

#### A. Purpose and Intent

The District intends to maintain a workplace that is free of alcohol and drugs and to discourage alcohol and drug abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Alcohol and drug abuse is incompatible with health, safety, efficiency and success at the District. Employees who are under the influence of alcohol or a drug on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality of service, and disruption of customer service and relations. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees and others, and to protect its operations, property and equipment, the District has established and intends to enforce this policy, which includes alcohol and drug testing as provided for below. Each employee shall comply with this policy and new fulltime employees shall be subject to pre-employment alcohol and drug screening pursuant to this policy and Policy 1. This policy, and the distribution of it to District employees, constitutes the District's alcohol and drug free awareness program.

#### B. Definitions

For purposes of this policy:

1. "Abuse of any legal drug" means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
2. "Illegal drug" means any drug or substance that (i) is listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by federal regulations. (21 C.F.R. Section 1300.11 through .15) This list includes, but is not limited to, marijuana, heroin, PCP, cocaine and amphetamines, or (ii) is legally obtainable but has not been legally obtained; or (iii) has been legally obtained but is being sold, used or distributed unlawfully.
3. "Legal drug" means any drug, including any prescription drug and over-the-counter drug, that has been legally obtained and that is not unlawfully sold, used or distributed.



4. "Medical Provider" means a licensed medical clinic, doctor, laboratory or other medical provider selected by the District Administrator to conduct the alcohol and/or drug testing under this policy.
5. "On duty" means any time when the interests of the District may be adversely affected by an employee who is under the influence of or impaired by illegal drugs, or the abuse of a legal drug, including any time the employee is on duty, on District premises, operating a District vehicle or equipment, or conducting or performing District business, regardless of location.
6. "Possession" means that an employee has the substance on their person or otherwise under their control.
7. "Reasonable suspicion" means: (a) observable phenomena, such as direct observation of alcohol or drug use or possession and/or the physical symptoms of being under the influence of alcohol or a drug; (b) a pattern of abnormal conduct or erratic behavior; (c) arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, trafficking and/or distribution; (d) information about the use of illegal drugs or the abuse of legal drugs provided by a reliable and credible source; or (e) newly discovered evidence that the employee tampered with a previous drug test.

### **C. Prohibited Acts**

The following acts are prohibited and may subject an employee to discipline which may include termination of employment:

1. The on-duty use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of alcohol or any illegal drug.
2. Being under the influence of or impaired by alcohol or an illegal drug while on duty and/or operating a District vehicle.
3. The abuse of any legal drug while on duty.
4. The on-duty purchase, sale, manufacture, distribution, transportation, dispensation or possession of any legal drug in a manner inconsistent with law.

5. Being on duty while impaired by the use of a legal drug whenever such impairment might: (1) endanger the safety of the employee or some other person; (2) pose a risk of significant damage to District property or equipment; or (3) adversely interfere with the employee's job performance or the efficient operation of the District's business or equipment.

**D. Use of Legal Drugs**

An employee who uses a legal drug, and who knows or should know that their use of the drug might result in working while impaired by the drug, is encouraged to contact their own physician and the District Administrator and to determine whether it is advisable for the employee to continue working while using the legal drug. In such cases, the District reserves the right to have a physician, selected by the District, determine whether it is advisable for the employee to continue working while using the legal drug.

**E. Conviction for Drug-Related Offense**

An employee who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Upon receiving notice of a conviction of an employee for any such violation, the District shall either (1) take appropriate disciplinary action in accordance with this policy, and/or (2) require the employee to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. Employees shall notify the District Administrator of any conviction under a criminal drug statute.

District employees are required to notify the District Administrator in writing of any criminal drug statute of which they are convicted for a violation no later than five (5) calendar days after such conviction.

**F. Discipline**

Any violation of this policy may result in discipline, up to and including dismissal, depending on the circumstances. The District Administrator also may choose to require an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance, rehabilitation, or counseling program. The first violation of this policy likely will result in immediate discharge, whenever the prohibited conduct: (1) caused serious injury to the employee or any other person, or, in the sole opinion of the District Administrator, unreasonably endangered the safety of the employee or any other person; (2) resulted in significant damage to District property or equipment, or, in the sole opinion of the District Administrator, posed a risk of significant damage; or (c) involved the sale or manufacture of illegal drugs.

### **G. Counseling and Rehabilitation Programs**

The District wishes to assist employees who recognize that they have a problem with alcohol or other drugs that may interfere with their ability to perform their jobs in a satisfactory manner. Employees who have a problem with alcohol or drugs, and who decide to enroll voluntarily in an alcohol or drug rehabilitation program will be given unpaid time off to participate in the program, unless it would result in an undue hardship to the District to provide the time off. If an employee requests time off to participate in such program, the District will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential. The employee may use any accrued sick leave or vacation benefit while on leave. However, additional benefits will not be earned during the leave of absence unless the employee is eligible for benefits applicable to other medical leaves as provided in these policies.

### **H. Testing for Drugs or Alcohol**

The District reserves the right to require an employee to submit to a blood, urinalysis or other drug or alcohol test if they have been involved in a significant incident in which the health and safety of themselves, or other individuals is involved, or in which extensive property damage has occurred. These tests will be conducted by a professional medical staff and laboratory (the "Medical Provider"). Any employee who tests positive will be subject to immediate termination.

The District may order an employee who is reasonably suspected of being under the influence of drugs or alcohol to take a blood, urinalysis or other drug or alcohol test, conducted by a professional medical staff and laboratory. Reasonable suspicion may be determined by alcohol on the breath, lapses in performance, inability to appropriately respond to questions, and/or any other physical symptoms of alcohol or drug influence.

Any blood, urinalysis or other drug or alcohol tests shall be conducted by a professional medical staff and laboratory. The testing will be conducted, without cost to the employee, during regular working hours. Transportation will be provided to and from the medical facility. After the test, the employee will be placed on an immediate suspension with pay from work, until the results are obtained. Failure of any employee to consent to testing when requested to do so will be considered insubordination and may result in immediate termination.

Upon completion of the testing, the Medical Provider will immediately forward one copy of the test results to the HR/Finance Superintendent, retaining one copy for the Medical Provider's files. The Medical Provider shall also be instructed to retain the sample being tested so that an employee can have the sample retested at their own expense.

If the test results are positive, then the employee shall be in violation of this policy and subject to disciplinary action, including but not limited to termination. Prior to

any disciplinary action being taken, the employee shall be given the opportunity to explain the positive results and/or have the same sample retested at their expense, at a reputable laboratory of their choice. If an employee fails to appear and submit to the testing or any portion of it, or otherwise refuses or fails to cooperate with the administration of the test, the failure or refusal shall be deemed, and handled in the same manner as, a positive test result.

The District Administrator, in consultation with the Medical Provider, shall determine, prepare, amend and maintain the forms that are necessary or appropriate to implement this policy.

I. Confidentiality

The forms and results of drug testing shall be treated confidentially, kept separate from the regular personnel files, and made available only to the District Administrator and other District officers and confidential employees who have a clear business-related reason to know the information. The forms and results will not be released to anyone else without the consent of the applicant or employee or by court order. Disclosures made by employees to the District Administrator or their supervisor concerning their use of legal drugs and their participation in any drug abuse assistance, rehabilitation or counseling program also shall be treated confidentially and will not be revealed to others unless there is a clear business-related reason to do so.

**APPENDIX B**

**RESOLUTION NUMBER 15-08-542**

**RESOLUTION OF THE ORANGEVALE  
RECREATION & PARK DISTRICT  
ESTABLISHING CLASSES OF REGULAR  
EMPLOYMENT AND SALARY RANGES**

WHEREAS, the ORANGEVALE RECREATION & PARK DISTRICT (the "District") a political subdivision of the State of California, and a recreation and park district formed pursuant to Public Resources Code Section 5780, et seq., is authorized to appoint the necessary employees, define qualifications and duties, and provide a schedule of compensation for performance of those duties pursuant to Public Resources Code Section 5786.1.

WHEREAS, all employees of the District are employed on an at-will basis, meaning that either party may terminate the employment relationship at any time, with or without cause, and it is not the intention of the District to alter that relationship by virtue of this Resolution;

WHEREAS, the District has entered into a Special District Agreement dated January 22, 1987 (the "Agreement") with the County of Sacramento (the "County") for the provision of health, welfare and retirement benefits to its employees as provided for therein; and

WHEREAS, the District feels it is in the best interests of the District and its employees to establish a basic compensation plan for all classifications of employment and to set forth the classes of employees entitled to health and retirement benefits pursuant to the Agreement; and

WHEREAS, this Resolution shall be known as, and may be cited as the "Salary Resolution of Orangevale Recreation & Park District".

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

**Section 1. Basic Compensation Plan.** The District hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 3 of this resolution to be effective as of the date the resolution is adopted.

**Section 2. Definitions:** The following terms as used in this Resolution shall, unless the context clearly indicates otherwise, have the respective

meanings set forth herein. Words used in the present tense include in the future, except where the natural construction of this Resolution otherwise indicates. Words in the singular number include the plural, words in the plural number include the singular, and the word “shall” is mandatory and not directory.

1. **“Class”** means a position or group of positions having comparable duties, responsibilities and qualifications which have been approved as a class by the Board of Directors.

2. **“Class specification”** means the official description of a class including:

- a. The title;
- b. A statement of the duties and responsibilities; and
- c. The employment standards, such as education, experience, knowledge, skills and abilities, which may be required of applicants for employment in the class.

3. **“Classification plan”** means the arrangement of positions in classes, together with the titles and specifications describing each class.

4. **“Continuous employment”** means employment uninterrupted from the date of appointment, except by authorized absence.

5. **“Employee”** means a person holding a position with the District.

6. **“Extra help employee”** means any employee who is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra help in the annual salary resolution or is not contained therein.

7. **“Hourly rate”** means the amount of individual compensation, for a full hour’s service, which either is computed by dividing monthly salary by the number of working hours in a month or is specifically established in the annual salary resolution.

8. **“Intermittent appointments”** means an appointment made where no permanent full-time position exists, but where funds are provided to maintain adequate coverage of work for short periods of time at frequent intervals, or where positions are of a recurring nature. Intermittent appointments shall not exceed the full-time equivalent of nine (9) months employment in any calendar year. Persons appointed under this rule shall not acquire permanent status.

9. **“Layoff”** means the involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.

10. **“Monthly salary”** means the amount of individual compensation, for a full month of service, which is established specifically in the annual salary resolution.

11. **“Part-time employee”** for the purposes of this Resolution, means any employee who is assigned to normally work less than thirty two hours of work during the employee’s period of employment.

A part-time employee may be either a “regular” or an “extra help” employee, and eligibility of such employee for the benefits provided in this Resolution shall be determined accordingly.

12. **“Permanent employee”** means a person who has completed the introductory period of six months to a permanent position.

13. **“Permanent position”** means any position established in this Resolution as permanent.

14. **“Position”** means any combination of duties regularly assigned to be performed by one person.

15. **“Regular employee”** means any officer or employee in the classified or unclassified service who occupies a permanent position whether part-time or in the class which is designated as permanent or career type employment; any elected official and his or her exempt deputy or assistant; and any regular employee who temporarily transfers to a temporary position.

16. **“Seasonal appointment”** means a short-term appointment to fill a temporary need, usually related to a time of the year. A seasonal appointment shall not exceed the full-time equivalent of nine months employment in any calendar year. Persons appointed under this rule shall not acquire permanent status.

17. **“Separation”** means any termination of employment. Separation from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status does not constitute a layoff.

18. **“Temporary appointment”** means an appointment of limited duration, and which may not exceed one day less than six months, and which

are not recurrent. Time spent under such appointment shall not constitute a part of the probationary period.

19. **“Temporary employee”** means an employee who has been appointed to a position which is other than a permanent position.

20. **“Vacancy or vacant position”** means any unfilled position.

**Section 3. Salary Schedule and Compensation Plan.** The salary schedule and compensation plan attached hereto as Exhibit A is hereby adopted.

**Section 4. Benefits.** Pursuant to the Special District Agreement, the District and its employees are subject to the same eligibility requirements and general rules for health and welfare benefits, and participation in the Sacramento County Employees Retirement System (“SCERS”) in the same manner as they apply to the County and its employees. Regular full-time and regular part-time (twenty hours or more per week) employees shall be eligible for enrollment in the group plans and SCERS. In accordance with the Special District Agreement, and the Sacramento County Code, rules and regulations, the following classes of employees are not considered “permanent” and/or “regular” full-time and/or part-time employees:

1. Temporary, intermittent, seasonal, or extra-help employees.
2. Volunteers.
3. Employees working in an “on-call” status and not occupying a position considered by the District to be a “permanent” position.
4. Employees who occupy a position that is not classified as a permanent or career-type position.
5. Specific classifications of employees not considered “regular” and/or “permanent” employees and therefore not eligible for participation in the District’s health, welfare and retirement benefits are set forth in Exhibit A and incorporated herein by this reference.

**Section 5. Personnel Policies and Procedures.** All employees shall be subject to and comply with the District’s personnel policies and procedures as amended and revised from time to time by the District’s Board of Directors.

**Section 6. Validity.** If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is for any reason held by a



court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors of the Orangevale Recreation & Park District hereby declares that it would have passed and does hereby enact this Resolution and each section, subsection, paragraph, sentence, clause, and phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 7. Implementation.** Unless otherwise indicated, all provisions of this Resolution shall become effective as of the date the resolution is adopted.

The District Administrator is authorized to create a table of class titles, pay rates and salary schedules consistent with actions taken by the Board of Directors authorizing such titles and rates of pay.

Passed and adopted this 20<sup>th</sup> day of August 2015, on motion by:

YES: Brunberg, Montes, Meraz, Caldwell, Stickney

NOES: None

ABSENT: None

ABSTAIN: None

**ORANGEVALE RECREATION & PARK DISTRICT**

**APPENDIX C**

**CELL PHONE STIPEND PARTICIPATION FORM**

This is to verify that:

- I wish to voluntarily participate in the Cell Phone Stipend Program as described in the policy.
- I agree to have my cell phone number listed on District call out lists.
- I agree to accept and make business related calls from my cell phone both during scheduled work time and non-work time.
- I understand that I will be reimbursed only for those months in which I have participated for the full period of that month.
- I understand that this is a voluntary participation, and that I may opt out at any time.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Tentative Timeline for Pool Renovation

Rev. 2-10-23

| DATE   | TASK  | Responsible Party | Status                                 |
|--|---|-------------------|--|
| January '22  | Determine which Code Issues and Maintenance Issues are to be addressed                                    | OVparks & ADG     | Complete                               |
| May '22  | Contact County Health Dept. to notify them that this project is on the horizon and will be time sensitive | OVparks           | Complete                               |
| Early June '22<br>July/Aug '22<br>Early Sept '22                             | Complete the 90% Schematic Design Phase   | ADG               | Complete                               |
| June '22<br>Aug '22; Sept '22<br>Oct '22                                     | Review and approve Schematic Design   | OVparks           | Complete                               |
| Early Aug. '22<br>Sept. '22<br>Oct '22                                       | Construction Documents are ready  | ADG               | Complete                               |
| Early Aug. '22<br>Sept. '22; Oct '22<br>Nov '22                              | Construction Documents are sent to the County Environmental Health Dept.                                  | ADG and OVparks   | Completed Nov. 1                       |
| Aug-Oct '22<br>Sept-Oct '22<br>Oct-Nov '22<br>Dec '22; Jan '23;<br>Feb '23   | County Health Dept. approval  | County            | Approval denied. Corrections Underway. |
| Sept-Oct '22<br>Oct-Nov '22<br>Nov-Dec '22<br>Dec '22-Jan '23<br>Feb-Mar '23 | Advertise and solicit bids  | ADG               |  |
| Oct-Nov '22<br>Nov-Dec '22<br>Jan-Feb '23<br>Mar-Apr '23                     | Bid and Award Contract  | OVparks and ADG   |  |
| Nov/Dec '22<br>Dec. '22<br>Jan '23<br>Feb-Sept '23<br>Aug-Sept '23           | Construction Begins   | ADG & Contractor  |  |
| Spring '23<br>May '23-Feb '24<br>By March '24                                | Construction Completed  | OVparks           |  |

**NOTES:**

- County permit process should take about 30 days but can vary greatly.
- Construction phase would ideally begin within 30 days of awarding contract but could vary greatly upon contractor availability.
- Once construction begins, the project should be complete within 2.5 months. This could vary greatly depending upon weather, and the possibility of an undesirable discovery. A 2-4 month construction period is safe to assume.
- ADG will provide us with updated cost projections during both the Schematic Design Phase and the Construction Document Phase.

## Tentative Timeline for Roadway & Trail Project at Community Center Park

Rev. 2-10-23

| DATE  | TASK   | Responsible Party        | Status                               |
|---|--|--------------------------|--------------------------------------|
| Sept '21  | Architect Drawings                               | MTW Group                | Complete                             |
| April '22   | Topography Drawings from Engineer                | Marty Gee, Engineer      | Complete                             |
| June '22  | Geotechnical Study Report                        | Wallace Kuhl & Assoc.    | Complete                             |
| Sept '22  | CEQA Study                                       | County of Sac            | Completed<br>10/3/22                 |
| Sept '22; Oct '22<br>Nov '22  | Deed Restriction Application Documents           | OVparks                  | Completed<br>11/22/22                |
| Sept '22  | Preliminary Construction Documents               | MTW Group                | Complete                             |
| Sept-Oct '22<br>Oct-Nov '22; Dec. '22<br>Jan. 9 '23                     | Construction Documents                           | MTW Group                | Complete                             |
| Oct '22<br>Oct-Nov '22; Dec. '22<br>Jan. 10 '23                         | District Review of Construction Documents        | OVparks and MTW Group    | Complete                             |
| Nov-Dec '22<br>Dec '22-Jan '23<br>Feb-Mar '22                           | Submit project to County for approval            | OVparks and MTW Group    |                                      |
| Nov '22<br>Nov-Dec '22; Jan '23<br>Feb-Mar '23<br>Mar-Apr '23           | Advertise and Solicit Bids                       | MTW Group                | County takes up to 6 weeks to review |
| Dec '22<br>Dec '22-Jan '23<br>Jan-Feb '23<br>Mar-Apr '23<br>Apr-May '23 | Bid and Award Contract                           | OVparks and MTW Group    |                                      |
| Jan-Feb '23<br>Feb-Mar '23<br>Apr-May '23<br>May-Jun '23                | Construction Begins                              | MTW Group and Contractor |                                      |
| Mar-Apr '23<br>June-July '23<br>July-Aug '23                            | Project is complete                              | MTW Group and Contractor |                                      |
| July-Dec '23  | Final Grant Documents are Submitted to the State | OVparks                  |                                      |

**NOTES:**

- County permit process should take about 30 days but can vary greatly. Current rate is 6 weeks.
- Construction phase would ideally begin within 30 days of awarding contract but could vary greatly upon contractor availability and weather.
- Once construction begins, the project should be complete within two months. This could vary greatly depending upon weather, and the possibility of an undesirable discovery.
- MTW Group will provide updated cost projections during the Construction Document Phase.