



**BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT (BCVRPD)
BOARD OF DIRECTORS MEETING AGENDA**

Wednesday, May 8, 2024, 5:00p.m.

Chairman
Chris Diercks

Vice-Chair/Secretary
Denise Ward

Treasurer
John Flores

Directors
Dan Hughes
Richard Lawhead

General Manager
Mickey Valdivia

General Counsel
Albert Maldonado
BB&K

**This meeting is being held in person.
Remote access is available for the convenience of the public.
To join via Zoom, click here: [BCVRPD Board Meeting](#)
To join the meeting by telephone, call: 1(669)900-6833.
Meeting ID: 852 2577 0021.**

- 1. ROLL CALL:**
- 2. INVOCATION:** Pastor David, Our Savior's Lutheran Church
- 3. PLEDGE OF ALLEGIANCE:** Director Lawhead
- 4. CLOSED SESSION:** None

REGULAR SESSION:

- 5. ADJUSTMENTS TO AGENDA:**
- 6. PRESENTATIONS:**
- 7. PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to deidre@bcvparks.com. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.
- 8. CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).
 - 8.1. Minutes of April 10, 2024
 - 8.2. Bank Balances for April 2024
 - 8.3. Warrants for April 2024
 - 8.4. Payment of the Legal Invoice for March 2024
 - 8.5. Approval to Award ADA Striping Project to Advantage Unlimited Paving Inc. for \$8,996.00
- 9. GENERAL COUNSEL REPORT:**
 - 9.1. General Counsel, Albert Maldonado
- 10. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**
 - 10.1. Personnel Policy Manual Update
 - 10.2. Second Reading of FY 2024/25 Budget
 - 10.3. Approval of Reimbursement Agreement between BCVRPD and the City of Beaumont for \$100,000
 - 10.4. Approval of HCN Bank Line of Credit
 - 10.5. Approval of Procurement Policy – First Reading
 - 10.6. Approval of Location and Name Change of Bogart Boots, Brews, and BBQ Event
- 11. DEPARTMENT HIGHLIGHTS:**
 - 11.1. Ryann Flores, Activities Coordinator
 - 11.2. Nancy Law, Executive Assistant
- 12. GENERAL MANAGER REPORT:**
 - 12.1. General Manager, Mickey Valdivia
 - Strategic Planning Workshop – Bogart Regional Park, Saturday, June 8th, 10:00a.m. – 3:00p.m.

- Cherry Festival Update
 - \$100,000 Grant from the City of Beaumont
 - \$25,000 Grant from the County of Riverside
 - \$15,000 Grant from the County of Riverside
- Beaumont Youth Baseball Snack Bar Update
- Results of Special District Selection Committee Election
- General Manager Evaluation

13. CALENDAR OF EVENTS

- 13.1. Next BCVRPD Board Meeting: NCCC – June 12th, 2024, 5:00p.m.
- 13.2. Next BCVRPIC Board Meeting: NCCC – August 14th, 2024, 5:00p.m.
- 13.2. Committee Meetings
 - Collaborative Agency Meeting – First Wednesday Bi-Monthly, 5:00p.m. Beaumont Unified School District, next meeting August 7th, Beaumont Civic Center.
 - Finance Committee – Monday Before Board Meeting Monthly 9:00a.m. NCCC.
 - Personnel Committee – 1st Tuesday Monthly 12:00p.m.
 - Facility/Bogart Ad Hoc Committee– Second Tuesday Monthly 10:30a.m.
 - Foundation Golf Tournament Ad-Hoc Committee – 3rd Thursday 4:00p.m.
 - Government Liaison Committee – 3rd Tuesday Monthly 10:30a.m.
 - BYB/SB Meeting – 1st & 3rd Tuesday Monthly 7:00p.m.
- 13.3. Upcoming Holidays
 - Monday, May 27th, 2024 – **Memorial Day**
 - Wednesday, June 19th, 2024 – **Juneteenth**
- 13.4. BCVRPD Events
 - Saturday, May 18th – **Memorial Wall Dedication/BYB Closing Day**
 - Saturday, June 8th & Sunday, June 9th, 2024 – **Bogart Fishing Derby** at Bogart Regional Park
 - Saturday, June 8th, 2024 – **Strategic Planning Workshop** at Bogart Regional Park, 10:00a.m. – 3:00p.m.
 - Friday, June 21st, 2024 – **Movie Night** at Noble Creek Regional Park
- 13.5. Community Events
 - Thursday, May 30th – Saturday, June 2nd – **Cherry Festival**, Noble Creek Regional Park

14. DIRECTORS MATTERS/COMMITTEE REPORTS:

15. TOPICS FOR FUTURE AGENDAS:

16. ADJOURNMENT:

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
Etiquette Signs for Noble Creek Ball Fields	Aldrich	08/2023	Approved 4/10/24, Noah Valdivia is accepting quotes
Installation of ProCam Keyless Entry System			Outside doors are active, inside doors to be completed soon.
Luncheon with Valley-Wide Board Members	Hughes	04/2024	In progress

Any person with a disability who requires accommodation to participate in the meeting should telephone Deidre Chatigny at 951-845-9555, at least 48 hours prior to the meeting to make a request for a disability-related modification or accommodation.

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District website May 3, 2024.

Deidre Chatigny

Deidre Chatigny, Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, April 10, 2024, 5:00p.m.

This meeting is being held in person.
Remote access is available for the convenience of the public.

Regular session began at 5:00p.m.

Albert Maldonado explained to the Board that the Governor's State of Emergency is still in effect to his knowledge and through that, if the Board approves, Treasurer Flores may join the meeting via teleconference in a hybrid situation. The government code is 54953, paragraph e1B. The following conditions must be met: the request must be presented after the agenda has already been posted and the Board must act immediately. The motion has to pass with a 2/3 majority vote to add an agenda item. The Board must find that there is a State of Emergency in effect and that there is a threat to the health and safety to the people to meet in person.

A motion was made to add an item to the agenda to approve the Governor Declared State of Emergency, applicable to Riverside County.

Motion: Vice-Chair/Secretary Ward

Second: Director Hughes

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

A motion was made to make the findings to meet the Governor Declared State of Emergency requirements.

Motion: Chairman Diercks

Second: Vice-Chair/Secretary Ward

Director Lawhead: Nay

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Carried 4-1

1. ROLL CALL:

Director Lawhead: Present

Director Hughes: Present

Treasurer Flores: Present via Zoom

Vice-Chair/Secretary Ward: Present

Chairman Diercks: Present

General Manager, Mickey Valdivia and Legal Counsel of Best, Best & Krieger, Albert Maldonado attended virtually via Zoom.

2. INVOCATION: Pastor Erik Wade from Sunrise Church gave the invocation.

390 W. Oak Valley Parkway · Beaumont, CA 92223

www.bcvparks.com

3. PLEDGE OF ALLEGIANCE: Director Hughes led the Pledge of Allegiance.

4. CLOSED SESSION:

4.1. Roll Call: No roll call needed for Closed Session.

General Manager Mickey Valdivia will not participate as he is the President of San Geronio Pass Water Agency.

4.2. Public Comments Regarding Closed Session:

4.2.1. Real Property Negotiations

(Government Code section 54956.8)

Property – Danny Thomas Ranch, 37356 Cherry Valley Blvd. Cherry Valley, CA 92223/APN #407200009, 50'x50'

Agency Representatives – Nancy Law, Albert Maldonado (general counsel, Best Best & Krieger LLP)

Negotiating Parties – San Geronio Pass Water Agency

Under Negotiation – Seeking Lease LOI

4.3. Adjournment to Closed Session: 5:11p.m.

REGULAR SESSION:

Regular Session resumed at 5:28p.m.

Chairman Diercks asked general counsel, Albert Maldonado if there was anything to report out on from Closed Session. Albert stated that the Board met to discuss real property negotiations as listed on the agenda, there was no reportable action from the closed session.

5. ADJUSTMENTS TO AGENDA:

General counsel, Albert Maldonado suggested making some legal updates to agenda item 10.1 which would mean pulling it from the April agenda and moving it to the May meeting, no vote is required.

6. PRESENTATIONS: Noah Valdivia, Athletic Facilities Coordinator

Noah presented the Board with slides regarding the new keyless entry system, recently installed by ProCam. He demonstrated how to use the alarm.com app to access the building at Noble Creek Community Center. Mickey Valdivia talked about how this keyless entry system was inherited from the previous GM but that it is a significant improvement and gives staff more flexibility with the security of the building.

Board Member Discussion/Reactions: Director Lawhead asked if they could just have ID cards for entry. He also wanted to know what happens in the event of a power failure. Noah and Mickey responded and let the Directors know that the system is hardwired and has backup batteries in case there is ever a power outage, the building remains secure.

7. PUBLIC COMMENT:

Chairman Diercks opened public comment at 5:38.

Public comment ended at 5:38.

8. CONSENT CALENDAR:

8.1. Minutes of March 13, 2024

8.2. Bank Balances for March 2024

8.3. Warrants for March 2024

8.4. Payment of the Legal Invoice for February 2024

8.5. Office/Park Closures from December 24, 2024 to January 1, 2025

8.6. Etiquette Sign Expenditures for Fields at Noble Creek

Nancy Law confirmed that the Finance Committee met and approved items 8.2 and 8.3.

Motion was made to accept items 8.1, 8.2, 8.3, 8.4, 8.5, and 8.6.

Initial Motion: Director Lawhead

Second: Director Hughes

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

9. GENERAL COUNSEL REPORT:

9.1. General Counsel, Albert Maldonado

Mr. Maldonado updated the Board about a presentation he attended on the Levine Act which references campaign donations above \$250 from contractors – it is required to announce the donation and recuse him or herself from business involving that specific contractor. He said to expect an email in the next few weeks. He would like the District to update the application process and ask contractors if they have made \$250+ donations to any candidates in the last 12 months.

Mickey commented that he believes there is a 12 month sunset on the Levine Act and wants to make sure that's clear. He said there is a \$590 limit on gifts and that it has to be reported on the Form 700 and he asked Albert to provide examples.

Adjourn to Foundation meeting at 5:45.

Regular Session resumed at 6:25.

10. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS (Includes Committee Reports):

10.1. Personnel Policy Manual Update

Move from April meeting to May for more clarification and legal language, per a suggestion from general counsel, Albert Maldonado.

10.2. First Reading of FY 2024/25 Budget

Mickey hit the highlights and explained where the money is coming from. He had budget meetings with Nancy and staff in each department, had them defend their budgets, and Staff is available to answer questions if the Board has any. We moved up the budget discussion because of the Cherry Festival in June.

Nancy – Mickey made most of the comments. Nancy walked us through the budget and pointed out changes in income, removed capital expenditures (will be included on a separate budget). The landscaping amount includes the Grange and the Women's Club. The changes in HR expenditures are due to the new policy where the District is offering to cover premiums for families (Dental, Medical, Vision). There was money set aside for light installation at the Tennis/Pickleball/Hockey court but it was suggested by Director Lawhead to keep the money for courts (capital improvements) instead of light maintenance. For the Equestrian Center it was decided that \$3,000 is enough for a refresh. The Field 6 Utility Building will have a budget for repairs to windows, electrical, painting, and deep cleaning.

PUBLIC COMMENT OPENED AT 6:34.

PUBLIC COMMENT CLOSED AT 6:34.

Motion was made to accept item 10.2 and adopt the first reading.

Initial Motion: Director Lawhead

Second: Director Hughes

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

11. DEPARTMENT HIGHLIGHTS:

11.1. Aaron Morris, Assistant Maintenance Superintendent

Aaron Morris presented a slideshow and discussed facilities and maintenance items, most of which are relevant for Cherry Festival preparation.

A company approached us and asked us to donate palm fronds and they were willing to trade for free trimming. The Lions Club helped us complete the walkway by the Meadow. ElRod Fencing installed Field 7 Access Gates and Mark Weaver graded the approach to the left field gate. Bogh Engineering volunteered time and equipment to grade the slope by the pond at Bogart – Nick Hughes helped, the volunteers completed a large project in one weekend. Staff would like to know if the Board can do something for Bogh and employees as a thank you. Coy Walls, Justin Walls, Roman Fuerte specifically. They completed what was likely about a \$20,000 project. Director Lawhead suggested that since it is only three people maybe we can get them an overnight stay at Morongo? Dinner? Bring something back to next meeting for suggestions. He also asked if we can make contributions to their organizations.

11.2 Nancy Law, Executive Assistant

Final for March \$17,799.46 for current and prior supplemental
Thank you for the hard work on the budget from Alyssa and Nancy.

12. GENERAL MANAGER REPORT:

12.1. General Manager, Mickey Valdivia

- Strategic Planning Workshop – Bogart Regional Park, April 13, 10:00a.m. – 3:00p.m.
- Cherry Festival Update
 - Staff feels that we can fit 900 cars in the north parking lot
 - Staff met with the City of Beaumont Transportation department to discuss potential routes for shuttles

Vice-Chair/Secretary Ward excused herself from the meeting at 6:46.

Mickey continued that the District will request \$50,000 from the City of Beaumont at their next City Council meeting.

- Bill Weiser Letter (Riverside County Fire Chief)

Thank you to the Board, very appreciative of the support offered when he had to pivot and go to New York. Support of the staff is reflected as well. Supporting families will be very appreciated by many of the staff members.

13. CALENDAR OF EVENTS

13.1. Next BCVRPD Board Meeting: NCCC – May 8, 2024, 5:00p.m.

13.2. Committee Meetings

- Collaborative Agency Meeting – First Wednesday Bi-Monthly, 5:00p.m. Beaumont Unified School District. Next meeting May 1, 2024
- Finance Committee – Monday Before Board Meeting Monthly 9:00a.m. NCCC.
- Personnel Committee – 1st Tuesday Monthly 12:00p.m.
- Facility/Bogart Ad Hoc Committee– Second Tuesday Monthly 10:30a.m.
- Foundation Golf Tournament Ad-Hoc Committee – 3rd Thursday 4:00p.m.
- Government Liaison Committee – 3rd Tuesday Monthly 10:30a.m.
- BYB/SB Meeting – 1st & 3rd Tuesday Monthly 7:00p.m.

13.3. Upcoming Holidays

- May 27, 2024 – Memorial Day
- June 19, 2024 – Juneteenth

13.4. BCVRPD Events

- April 13 & 14, 2024 – Bogart Fishing Derby at Bogart Regional Park
- April 26, 2024 – Arbor Day at Noble Creek Regional Park
- Fiesta de Mayo – May 3 & 4, Noble Creek Meadow
- Memorial Wall Dedication/BYB Closing Day – May 18

13.5. Community Events

- Cherry Festival – May 30 – June 2, Noble Creek Regional Park

14. DIRECTORS MATTERS/COMMITTEE REPORTS:

Director Lawhead:

Thank you to the staff, he really enjoys working with staff. He participated in pickleball and had fun with the staff in a non-professional atmosphere. He enjoys how well everyone works together. He commented on Ryann putting together a good team for Spring Fling and he loves the way we can have fun and still get a job accomplished. Everything that the Board receives is well written and well prepared and it makes it easy for him to make a decision. He trusts the staff and Mickey

Director Hughes:

Director Hughes attended Good Morning Beaumont, the Banning Installation Dinner, Welcome Home Vietnam Veterans, and he appreciates the work being done by staff. He also attended the Valley-Wide event and has a pretty close relationship with them. He wants to set up a lunch with their Board members and ours before he retires. He would like to open and close this meeting in memory of Jerry Cody, he will be missed by staff. Dan appreciates everything the staff has been doing.

Treasurer Flores:

Treasurer Flores got the layout from Mickey for the Cherry Festival and he is totally floored by how it will be a fantastic venue for them. He said it is exactly what they needed to do for this century and that they needed to move. He can't say enough about Mickey and the staff and he appreciates all that they've done to make this event happen. He said it will be a big move for the community which is who we serve and he really appreciates it.

Vice-Chair/Secretary Ward:

Absent for comment.

Chairman Diercks:

Thank you to the General Manager and Staff for fantastic work, keep up the good work. He thinks, like John, that the Cherry Festival will be fantastic.

15. TOPICS FOR FUTURE AGENDAS:

Mickey suggested adding the Valley-Wide luncheon on here to ensure that we fulfill his request.

Director Lawhead would like there to be food at the meetings.

16. ADJOURNMENT:

Motion made to adjourn the meeting at 6:56.

Initial Motion: Director Lawhead

Second: Chairman Diercks

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Update expected at May 8 meeting.

Etiquette Signs for Noble Creek Ball Fields	Aldrich	08/2023	On Consent Calendar for Board approval.
Installation of ProCam Keyless Entry System			Outside doors are active, inside doors to be completed this month.

Minutes Completed on 05/02/2024
 By: Deidre Chatigny, BCVRPD Clerk of the Board

Beaumont Cherry Valley Recreation Park District
Bank Account Balances

As of 4/30/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 HCN Bank - Operating	\$ 31,018.92	\$ 173,368.21	\$ 168,686.42	\$ 26,337.13	
2 HCN Bank- Payroll Account	\$ 14,807.07	\$ 90,890.31	\$ 85,000.00	\$ 8,916.76	
3 HCN Bank - Project Loan	\$ 144.34			\$ 144.34	
4 HCN Bank - Bogart	\$ 7,157.05	\$ 15,108.43	\$ 12,517.70	\$ 4,566.32	
5 HCN Bank - Money Market	\$ 201,638.19		\$ 7,610.00	\$ 209,248.19	7,500 Monthly Deposits for loan payment 11/2021
6 HCN Bank - Reserve Fund	\$ 177,211.81		\$ 50,015.54	\$ 227,227.35	
7 HCN Bank - Quimby/DIF	\$ 38,550.36		\$ 22,325.99	\$ 60,876.35	
9 Riverside County Fund	\$ 216,745.33			\$ 216,745.33	
10	\$ 687,273.07	\$ 279,366.95	\$ 346,155.65	\$ 754,061.77	
11 HCN Bank - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 121,708.23	\$ -	\$ 50,000.00	\$ 171,708.23	NOT to be USED
13 Capital Reserve	\$ 55,503.58	\$ -	\$ 15.54	\$ 55,519.12	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 177,211.81	\$ -	\$ 50,015.54	\$ 227,227.35	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation
Bank Account Balance

As of 4/30/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 HCN Bank	\$ 56,586.98	\$ 5,022.07	\$ 1,860.00	\$ 53,424.91	

Beaumont-Cherry Valley Recreation & Park District
Grant Balances

As of 4/30/2024

	Funded	Requested Distbursement	Received	Balance	Notes/Comments
16 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <i>Field #8</i>	\$ 29,582.00	\$ -	\$ -	\$ 29,582.00	
17 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <i>Field #8</i>	\$ 177,952.00	\$ 50,069.00	\$ -	\$ 177,952.00	
18 Housing and Workforce Solutions CDBG 2022-2023 <i>Bogart Regional Park ADA Parking Lot Improvements</i>	\$ 58,266.00	\$ 58,266.00	\$ 58,266.00	\$ -	Punch list will Pay 80% of job
19 Housing and Workforce Solutions CDBG 2023-2024 <i>Bogart Regional Park ADA Parking Lot Improvements Project Phase II</i>	\$ 82,231.00	\$ -	\$ -	\$ 82,231.00	
20 County of Riverside Unincorporated Communities Initiative <i>Danny Thomas Ranch Infrastructure</i>	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	Attorney Review
21	\$ 748,031.00	\$ 108,335.00	\$ 58,266.00	\$ 689,765.00	

Beaumont Cherry Valley Recreation Park District
Bank Account Balances
 As of 4/30/2024

Beaumont-Cherry Valley Recreation & Park District
Loan Balances
 As of 4/30/2024

		opened date	Funded	Payments	Balance owed	Notes/Comments
22	Citizens Business Bank 2020 Projects	11/6/2020	\$ 400,000.00	\$ 261,651.54	\$ 138,348.46	Yearly Payment - \$87,217.18 Last payment Due: 11/6/2025
23	Ford F150 XLT Maintenance Superintendent Truck	12/16/2019	\$ 45,792.00	\$ 45,792.00	\$ -	Paid Off
24	KS State Bank (10) Radios/ (3) Repeaters	7/1/2022	\$ 37,937.70	\$ 9,003.82	\$ 28,933.88	Yearly Payment - \$9,003.82 Last payment Due: 7/1/2027
25	Huntington National Bank Ventrac 4520P	2/1/2023	\$ 45,534.48	\$ 10,951.15	\$ 34,583.33	Monthly Payment - \$1,065.00 Last payment Due: 2/1/2027
26	Huntington National Bank ToroOutcross 9060	2/1/2023	\$ 64,860.11	\$ 15,545.66	\$ 49,314.45	Monthly Payment - \$1,517.00 Last payment Due: 2/1/2027
27	Municipal Finance Corporation 2023 Projects	11/15/2023	\$ 400,000.00	\$ 23,502.29	\$ 376,497.71	Quarterly Payment - \$23,502.29 Last payment Due: 11/1/2028
28			\$ 994,124.29	\$ 366,446.46	\$ 627,677.83	

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

April 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10005 HCN Bank - Operating					
04/01/2024	Bill Payment (Check)	126745	Rosalind Otero	Unfunded Health Payment - April 2024	-166.25
04/01/2024	Check	af03282024	7 Days Market	Lunch for Staff Meeting	-239.88
04/01/2024	Bill Payment (Check)	126742	Polished Images	Kiosk Gate Repair - Camper drove into the arm - Camper did not pay for repairs	-539.16
04/01/2024	Bill Payment (Check)	126743	Gophix Gopher Control	Monthly Gopher Maintenance - March 2024	-2,500.00
04/01/2024	Bill Payment (Check)	126744	Archangel Protection Services	Overnight Security - 03/25/2024 Spring Filing	-224.00
04/01/2024	Bill Payment (Check)	126747	Beaumont Do it Best	(8) Fire Extinguishers for Events	-436.31
04/01/2024	Bill Payment (Check)	126748	Action True Value Hardware	2 Zip Ties (100 pack)	-23.68
04/01/2024	Check	MV04012024	Pilot Store	Powerdrive 150W Strip	-51.79
04/01/2024	Bill Payment (Check)	126746	Cintas	Weekly Uniform & Janitorial Service	-2,369.50
04/02/2024	Check	KG04022024	Oak Valley Chevron	Drinks - Concrete Crew - NCRP Walkway	-41.35
04/02/2024	Check	DC04022024	Panera Bread	Personnel Meeting - Breakfast Bagels	-52.13
04/02/2024	Check	126749	Dan Hughes	Director Fees - March 2024	-600.00
04/02/2024	Check	kg04032024	Amazon.com	Bogart Paper Towel Holder and Office Supplies	-468.46
04/03/2024	Bill Payment (Check)	unum04032024	UNUM	Employee - Monthly Short/Long Term Disability	-564.18
04/03/2024	Check	CCFee	EPX	Fees - Credit Card Machine	-131.84
04/03/2024	Check	MV04032024	El Charro Authentic Mexican	Baseball Clinic - Mickey Valdivia, Derrel Thomas, Derrel Jackson, Rudy Law & Noah Valdivia	-131.24
04/03/2024	Bill Payment (Check)	VSP04032024	VSP-Vision Service Plan	Employee - Monthly Vision Insurance	-72.41
04/03/2024	Check	126752	Michael Valdivia	Monthly Car Allowance	-850.00
04/03/2024	Check	126755	Ryann Flores	Reimbursement of Office Supplies and Welcome Home Vietnam Plates & Cups	-151.17
04/03/2024	Bill Payment (Check)	240930013450	Blue Shield	Employee - Monthly Dental Insurance	-431.90
04/03/2024	Bill Payment (Check)	126750	Matthew Pistilli Landscape Services	Bi-Weekly Landscape Service	-1,240.00
04/03/2024	Check	126753	Michael Valdivia	Monthly CalSTRS Payment	-1,458.53
04/03/2024	Bill Payment (Check)	6432587964	The Home Depot	Bogart Kiosk - Smart Key Latch/Deadbolt Combo	-77.44
04/03/2024	Check	%fees	Clover(MRCH BNKCD)	Monthly Credit Card % fees	-1,170.10
04/03/2024	Check	AF04032024	Stamps.com	Stamps	-50.00
04/03/2024	Check	CCFees	Exact	Monthly Service Fee - Kiosk Bogart	-24.99
04/03/2024	Bill Payment (Check)	1002612624	CalPers	Employee - 457 Plan	-275.00
04/05/2024	Bill Payment (Check)	126756	Masonry Design & Concrete Inc.	Material & Labor - Concrete sidewalk at meadow	-10,400.00
04/06/2024	Check	NL04062024	Zoom Video Communication Inc.	Annual Zoom Payment	-2,199.00
04/08/2024	Bill Payment (Check)	807001171696	SCE (700518137163)	Utilities - Electric - RV Park	-603.34
04/08/2024	Bill Payment (Check)	807001171686	SCE (700005100729)	Utilities - Electric - Grange, Snack Bar, Maintenance, Woman's Club & NCCC	-2,941.21

Baumont-Cherry Valley Recreation and Park District Check Warrant - Operating

April 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
04/08/2024	Bill Payment (Check)	806014505320	SCE (700194594370)	Utilities - Electric - Caretaker	-94.90
04/08/2024	Bill Payment (Check)	806014505354	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-271.86
04/08/2024	Bill Payment (Check)	806014505335	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-410.11
04/08/2024	Bill Payment (Check)	1608539038414	Colonial Life	Employee - Life Insurance	-432.62
04/08/2024	Bill Payment (Check)	NL04082024	Nextiva	Monthly Telephone Service	-385.77
04/08/2024	Bill Payment (Check)	p246Q4BDMX	Frontier (10478 Bmt Ave5721) G	Monthly Wifi Service	-136.76
04/09/2024	Bill Payment (Check)	126757	Slugg Bugg Pest Control	Bi-Weekly Pest Control	-795.00
04/09/2024	Check	RF04092024	Kafe Royale	Calimesa Chamber Breakfast - Dan Hughes, Christian Linnemann & Nick Hughes (Should not be charged to BCVRPD)	-27.88
04/09/2024	Bill Payment (Check)	806014526921	SCE (7005993616907)	Utilities - Electric - Tennis Courts, Horse Areana & Field 5/6	-795.29
04/09/2024	Check	RF040920242	Kafe Royale	Calimesa Chamber Breakfast - Ryann Flores & Deidre Chatigny	-59.26
04/10/2024	Check	126758	City of Beaumont	Fiesta De Mayo City Encroachment Sign Permit	-61.97
04/10/2024	Check	ai04102024	Stater Bros	Coffee and Creamer for Office	-54.33
04/10/2024	Check	April2024	Clover	Monthly Equipment Rental	-159.85
04/10/2024	Check	NL04102024	Beaumont Chamber of Commerce	Good Morning Beaumont (4) attendance - Deidre Chatigny, Ryann Flores, Noah Valdivia & Dan Hughes	-100.00
04/11/2024	Check	rf04092024	Bass Pro Shops	All Age Group Prizes - Fishing Poles, Ice Chests, Chair, Bait, Fish Sling, Tackle Boxes	-1,175.15
04/11/2024	Bill Payment (Check)	1755624408	Huntington Bank	Monthly Lease Payment - Outcross & Ventrac	-2,582.00
04/11/2024	Check	Box04112024	Bank of Hemet.	Safety Deposit Box Rental	-150.00
04/11/2024	Bill Payment (Check)	126759	Matthew Pistilli Landscape Services	Monthly Grange Landscape Service	-480.00
04/11/2024	Check	AF04112024	Kolsa's Donuts	Breakfast Donuts - Crew - Meadow sidewalk	-74.97
04/11/2024	Bill Payment (Check)	806014596986	SCE (700857153476)	Utilities - Electric - DTR	-35.24
04/11/2024	Bill Payment (Check)	1002619677	CalPers	Employee - Health Insurance	-4,112.87
04/11/2024	Bill Payment (Check)	1002619679-80	CalPers	Employee - Retirement Plan	-5,764.67
04/15/2024	Bill Payment (Check)	267760744	ARCO Business Solutions	Monthly Gas - Traverse (69, 054)	-75.42
04/15/2024	Check	126761	Nancy Law	Breakfast Burritos - Staff Meeting	-101.01
04/15/2024	Check	126760	Wholesale Shutter Company	Shutter/Blinds - Back office (Deposit)	-710.06
04/15/2024	Bill Payment (Check)	p2473LFD4R	Frontier (306 Sixth9910) WC	Monthly Wifi Service - Woman's Club	-439.48
04/15/2024	Check	MV04152024	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
04/15/2024	Bill Payment (Check)	15413315	Wells Fargo Financial Leasing	Monthly Xerox Copier Leasing	-884.66
04/15/2024	Check	126767	Ysenia Ortiz	Refundable Security Deposit - 03/16/2024 Sweet 16 Grange Ysenia Ortiz	-500.00
04/15/2024	Check	april2024	Zoom Video Communication Inc.	Monthly Subscription - Mickey Valdivia	-15.99
04/15/2024	Check	126766	Jessica Morales	Refundable Security Deposit - 03/27/2024 NCCC Memorial Jessica Morales	-250.00

Baumont-Cherry Valley Recreation and Park District Check Warrant - Operating

April 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
04/16/2024	Bill Payment (Check)	1002621940	CalPers	Employee - 457 Plan	-275.00
04/16/2024	Bill Payment (Check)	80093806379	Waste Management of the IE	Utilities - Trash - NCRP & NCCC	-1,746.37
04/16/2024	Bill Payment (Check)	126762	Matthew Pistilli Landscape Services	Bi-Weekly Landscape Service	-1,240.00
04/16/2024	Bill Payment (Check)	80093806225	Waste Management of the IE	Utilities - Trash - Woman's Club	-147.46
04/16/2024	Bill Payment (Check)	80093806269	Waste Management of the IE	Utilities - Trash - Grange	-252.90
04/16/2024	Check	NL04162024	Amazon.com	Office Expense - Extra Chargers, Coffee Cups & LED Pointer	-163.66
04/17/2024	Check	SS04172024	Domenico's Italian Kitchen	Cherry Festival Meeting w/CFA Board Members - Lunch	-166.33
04/17/2024	Bill Payment (Check)	470104172024	Chevron	Gas/Fuel - Chevy, Traverse, GM Truck, F150 & Gas/Fuel Cans/Tank	-1,954.21
04/17/2024	Bill Payment (Check)	3136546289	Verizon Wireless	Monthly Wireless Phone Service	-856.21
04/17/2024	Check	RF04172024	Amazon.com	Fiesta de Mayo Decorations & Joint expense Tablecloths	-718.76
04/17/2024	Bill Payment (Check)	1080309	SoCalGas	Utilities - Gas - Grange	-367.56
04/18/2024	Check	RF04182024	Amazon.com	Fiesta De Mayo - Specialty Drink Items	-570.91
04/18/2024	Bill Payment (Check)	126768	County of Riverside Registrar of Voters	Payment #1 of 3 - Election 2022	-42,907.66
04/18/2024	Bill Payment (Check)	126763	Pro Care Landscape Services, INC.	Weekly Landscape Services - Franco Garden/Woman's Club	-1,175.00
04/19/2024	Check	126765	Nicholas P Hughes	Reimbursement - Lunch Concrete Pour	-167.38
04/19/2024	Check	126764	Thomas Lara	Dil-Hire District 5 Program - For successful completion of 90 days of employment	-500.00
04/19/2024	Bill Payment (Check)	NL04192024	VSP-Vision Service Plan	Employee - Monthly Vision Insurance	-26.51
04/22/2024	Check	126769	Javier E. Cota	Adult Softball Umpire	-140.00
04/22/2024	Check	126771	Michael Ruffolo	Adult Softball Umpire	-280.00
04/22/2024	Check	126770	Austin Gilmore	Adult Softball Umpire	-735.00
04/22/2024	Check	126773	Malik Coleman	Adult Softball Umpire	-70.00
04/22/2024	Check	126772	James W. Halbrook	Adult Softball Umpire	-245.00
04/24/2024	Check	NL04242024	Stamps.com	Monthly Stamp Service	-19.99
04/25/2024	Bill Payment (Check)	80094330944	Waste Management of the IE	Utilities - Trash - Maintenance (40) Yards - Trash/Green Waste	-1,340.00
04/25/2024	Bill Payment (Check)	BH04283594	UMPQUA Bank	Laptop (Jim Tickdmyer), Bus, Meals, Flowers: Jerry Cody, Lisa Hughes & Richard Lawhead - CARPD Conference & Hotel (Mickey Valdivia) - Repairs to F150 - Banning/Beaumont Chamber Breakfast	-4,456.95
04/25/2024	Check	126780	Archangel Protection Services	Fiesta De Mayo Security	-2,560.00
04/25/2024	Bill Payment (Check)	1002628525-526	CalPers	Employee - Retirement Plan	-5,577.97
04/25/2024	Bill Payment (Check)	1160309	SoCalGas	Utilities - Gas - NCCC	-341.65
04/25/2024	Check	126783	Kaylee G Gernell	(4) Cases of Water for Office	-26.96
04/25/2024	Check	126781	Alexandra Lugo	Remaining balance for event staff - Booze Crew	-2,460.00
04/25/2024	Check	126782	Ryann Flores	ABC License - Money Order - Cinco De Mayo	-51.00

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating April 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
04/25/2024	Check	126779	Pedro Zamora	Deposit - Remaining Owed \$900.00	-300.00
04/25/2024	Check	126784	Enrique Corona	Entertainment and Audio for Fiesta De Mayo	-12,800.00
04/25/2024	Check	r04232024	Department of Environmental Health	Health Department Fee Fiesta De Mayo	-463.74
04/26/2024	Check	r04262024	Dog Waste Depot	Dog Waste Bags (30 Boxes)	-256.20
04/26/2024	Check	MV04262024	Fast5Xpress	Car Wash - Platinum/Shared	-14.00
04/26/2024	Bill Payment (Check)	AM04252024	A-G Sod Farms	Sod for Field 1L Quad	-2,632.43
04/29/2024	Check	126774	Chris Diercks.	Director Fees - April 2024	-200.00
04/29/2024	Check	MV04292024	AutoZone	Traverse - Glass Cleaner/Microfiber Towels	-15.60
04/29/2024	Bill Payment (Check)	NL04302024	Nationwide Retirement Solutions	Employee - 457 plan Final	-5,808.68
04/30/2024	Check	r04302024	Amazon.com	Cinco De Mayo/Bogart Supplies	-268.05
04/30/2024	Check	1002631810	HP Store	Insta Ink - Finance Printer	-15.07
04/30/2024	Bill Payment (Check)	126794	Desert Quality Heating & Air Conditioning	Evaporated Coil to be extremely dirty which was caused by construction work done by others. Tested system and is now operating properly - Additional Charges	-95.00
04/30/2024	Bill Payment (Check)	126789	Beaumont Cherry Valley Water Distr 8-001	Utilities - Water - NCRP	-460.81
04/30/2024	Bill Payment (Check)	126795	Safety Compliance Company	Safety Meeting: 03/20/2024 - Heat Illness	-250.00
04/30/2024	Bill Payment (Check)	126792	Vortex Industries, Inc.	Repair to Glass/Doors - Aluminum Door - Cooper Room	-722.50
04/30/2024	Bill Payment (Check)	126796	PROCAM INC.	Security Service - Installation for keyless entry (13) doors / Final Payment for Installation	-25,896.00
04/30/2024	Bill Payment (Check)	126798	Cintas	Weekly Uniform & Janitorial Service	-5,361.64
04/30/2024	Check	126775	Jessica Warrick	Payroll Period 3/25/2024 - 4/7/2024	-1,760.00
04/30/2024	Check	126776	Jessica Warrick	Payroll Period 4/8/2024 - 4/21/2024	-1,760.00
04/30/2024	Bill Payment (Check)	126777	Grand American Builders, Inc.	Bogart Kiosk - Install office cabinets/counter top & base boards - Meadow Walkway Project Management & Materials	-2,989.72
04/30/2024	Bill Payment (Check)	126778	Matthew Pistilli Landscape Services	Bi-Weekly Landscape Service	-1,240.00
04/30/2024	Bill Payment (Check)	1002631805	CalPers	Employee - 457 Plan	-275.00
04/30/2024	Bill Payment (Check)	126800	Acorn Technology Services	(2) Microsoft Surface (Deidre Chatigny & Kaylee Gemmell) - (1) Dell Laptop (Jim Tikemyer) - Monthly IT Service April 2024 - Prorate Nov 2023-March 2024	-12,343.29
04/30/2024	Bill Payment (Check)	126803	Beaumont Print	Fiesta de Mayo Lawn signs	-404.06
04/30/2024	Bill Payment (Check)	126804	Castillo Party Rentals	Fiesta de Mayo Tent Rental - (4) 20 x 30 Fire Approved Tents	-2,440.00
04/30/2024	Bill Payment (Check)	126805	Clean by Design	Weekly Janitorial Service	-1,895.00
04/30/2024	Bill Payment (Check)	126806	James J Hughes	Unfunded Health Payment - April 2024	-539.69
04/30/2024	Bill Payment (Check)	126807	Respond Systems	Qrtly First Aid Kit/ AED Check and Fill	-117.02
04/30/2024	Bill Payment (Check)	126809	Swank Motion Pictures Inc.	Movies Under the Stars - Wonka - 7/19/2024	-785.00
04/30/2024	Bill Payment (Check)	126810	Department of Justice	Employee Fingerprinting - Sara Salzman	-32.00
04/30/2024	Bill Payment (Check)	126811	Diamond Environmental Services	Fiesta de Mayo - Restrooms/Handwash Stations	-1,326.60

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

April 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
04/30/2024	Check	126816	James W. Halbrook	Adult Softball Umpire	-105.00
04/30/2024	Check	126815	Michael Ruffolo	Adult Softball Umpire	-140.00
04/30/2024	Check	126786	Heriberto Cardenas	Fiesta De Mayo Event - Mariachi Band - Deposit	-250.00
04/30/2024	Bill Payment (Check)	126790	Beaumont Cherry Valley Water Distr 8-002	Utilities - Water - NCRP	-312.93
04/30/2024	Bill Payment (Check)	126793	Dutch Touch Window Cleaning	Qrtly Window Cleaning - NCCC & Grange	-990.00
04/30/2024	Bill Payment (Check)	1002631809	CalPERS-OPEB	Accrued Liability as of June 30, 2020 - Rate Plan: 1357	-6,098.58
04/30/2024	Check	126787	Heriberto Cardenas	Fiesta De Mayo Event - Mariachi Band - Remaining balance	-1,875.00
04/30/2024	Bill Payment (Check)	126791	Beaumont Cherry Valley Water Distr 8-003	Utilities - Water - NCCC	-821.60
04/30/2024	Bill Payment (Check)	126797	Best Best & Krieger	Monthly Legal Service - Labor & Employment & General	-9,714.70
04/30/2024	Bill Payment (Check)	126801	Luz Investment Corp.	Office Supplies - Data Drop (Sarah Salzman)	-242.97
04/30/2024	Check	126814	Javier E. Cola	Adult Softball Umpire	-105.00
04/30/2024	Check	126788	Gloria Arjona	Fiesta De Mayo Event - Entertainment Fri/Sat	-750.00
04/30/2024	Check	126813	Austin Gilmour	Adult Softball Umpire	-175.00
04/30/2024	Bill Payment (Check)	126799	CPRS	Membership Renewal - Nancy Law & Aaron Morris	-290.00
04/30/2024	Bill Payment (Check)	126802	Beaumont Do it Best	Chalk & Irrigation supplies for repair	-322.49
04/30/2024	Bill Payment (Check)	126808	SiteOne Landscape Supply, LLC	Irrigation Supplies for Field #1 Project	-1,835.23
04/30/2024	Check	126785	City of Beaumont	Fire Permit Fees - Fiesta De Mayo Event	-888.00
04/30/2024	Check	MV04302024	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
04/30/2024	Check	SVCCHRG		Service Charge (2) Positive Pay	-80.00
04/30/2024	Bill Payment (Check)	1210369	SoCalGas	Utilities - Gas - Woman's Club	-300.66
Total for 10005 HCN Bank - Operating					-\$ 112,891.40

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Bogart Park

April 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10050 HCN Bank - Bogart Park					
04/03/2024	Bill Payment (Check)	5583	Matthew Pistilli Landscape Services	Bi-Weekly Landscape Service	-880.00
04/09/2024	Bill Payment (Check)	806014534271	SCE (700558511896)	Utilities - Electric	-12,570.87
04/15/2024	Bill Payment (Check)	p2473LFBM5	Frontier (9600 Cherry3887) B	Monthly Wifi Service	-136.76
04/16/2024	Bill Payment (Check)	80093806318	Waste Management of the IE	Utilities - Trash	-640.80
04/16/2024	Bill Payment (Check)	5584	Matthew Pistilli Landscape Services	Bi-Weekly Landscape Service	-880.00
04/30/2024	Check	AprilFee2	UMS/Celero Banking	Credit Card Monthly Fee -	-6.50
04/30/2024	Check	AprilFEES	Glover(MRCH BNKCD)	Credit Card % Fees	-55.18
04/30/2024	Bill Payment (Check)	5586	Matthew Pistilli Landscape Services	Bi-Weekly Landscape Service	-880.00
Total for 10050 HCN Bank - Bogart Park					-\$ 16,050.11



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT

www.bcvparks.com

LEGAL INVOICES

Best Best & Krieger, LLP

Invoice #992798	General Legal Services (March 2024)	\$941.80
Invoice #992799	Labor and Employment (March 2024)	\$3,394.30
Invoice #992800	Employee Benefits (March 2024)	\$1,667.50

Total Invoices for approval - \$6,003.60



Staff Report

Agenda Item No. **8.5**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: May 8, 2024

Subject: Approval to Award ADA Striping Project to Advantage Unlimited Paving Inc. for \$8,996.00

Background and Analysis:

The District is in the process of acquiring funds from the City of Beaumont to make ADA improvements at the Noble Creek facilities in preparation for the 104th Annual Cherry Festival. There are several infrastructure improvements recommended to host such a large event. Staff has designed a map of the northern parking lot that will accommodate close to 900 stalls safely. With the provision of more than 500 stalls, California code requires 2% to be ADA accessible.

District Staff reached out to contractors and requested quotes to add the following in the parking lot between fields 1 and 5:

- Restriping 10 Existing ADA Accessible Stalls
- Striping Path of Travel Lanes and Loading Zones
- Adding 7 New ADA Accessible Stalls (3 Van Accessible/4 Regular ADA)
- Purchasing/Installing 4 Truncated Dome Pads
- Purchasing/Installing 7 New ADA Signs
- Purchasing/Installing 2 New ADA Directional Signs
- Purchasing/Installing 7 New Curb Stops

After receiving and reviewing 3 bids from contractors, Staff is asking the Board to review and approve the proposal from Advantage Unlimited Paving Inc. for \$8,996.00, the lowest of the three bids received.

Fiscal Impact:

The funding for this project will come from the \$100,000 reimbursement agreement between the District and the City of Beaumont as this was one of the specific projects approved in the Staff Report from their April 16, 2024, City Council meeting.

Recommendations:

Staff recommends that the Board review, comment and approve the bid proposal from Advantage Unlimited Paving Inc. in the amount of \$8,996.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deidre Chatigny".

Deidre Chatigny
Human Resources Administrator/Clerk of the Board



ADVANTAGE UNLIMITED PAVING INC.

P.O. Box 1639, Yucaipa, California 92399
(909) 401-4044 * Fax (888) 411-8940
Contractor's License # 744113
www.Advantage-Unlimited.com

File#24DA0438

Prevailing Wages

Date: April 22, 2024

TO: Beaumont Cherry Valley Recreation & Park District	Job Site: Noble Creek Regional Park
ATTN: Deidre Chatigny	Contact:
Address: 390 Oak Valley Pkwy	Address: 650 W. Oak Valley Parkway
City: Beaumont, CA 92223	City: Beaumont, CA 92223
PHONE: (951) 845-9555 FAX: () -	EMAIL: deidre@bcvparks.com

Any questions regarding this proposal please phone Dwight Alcisto @ (909)322-2671 or Dwight@AdvantageUnlimited.com

We hereby propose to furnish all material and perform all labor necessary to complete the following:

PWCR#1000025998

Striping

1. Provide and set up barricades and ribbon to block work area.
2. Create new layout and paint (w/ two coats) for the following as per plans provided by customer.
 - 7 Handicap Stalls / Van Accessible w/Loading Zones
3. Provide and install the following:
 - 7 Handicap / Van Accessible Signs w/Posts
 - 2 Handicap Path of Travel Signs w/Posts
 - 7 Wheel Stops (4')
 - 4 Truncated Domes

Striping

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:
 - 10 Handicap Stalls / Van Accessible w/Loading Zones
 - 874 Lin. Ft. Blue Path of Travel

TOTAL BASE BID:

\$8,996.00

DUE TO THE EVERCHANGING effects of supply constraints, increased costs of fuel, oil, aggregates, concrete, and labor our prices for material will be honored only on a month-to-month basis.

NOTES:

- 1) ALL JOBSITE SCHEDULING TO BE THRU COLE NORMAN @ (951) 423-4015 OR EMAIL AT SCHEDULING@ADVANTAGEUNLIMITED.COM
- 2) Tests, Permits, Engineering, Staking, Surety Bonds, Soil Tests, to be provided by others.
- 3) Water & Meter to be provided by customer.
- 4) Bid based on (1) Move-In & Prevailing Wages. Additional moves will be billed at \$7,000.00 per move.
- 5) Bid Excludes Cut and / or fill of subgrade unless specified in above line items of bid.
- 6) Bid Excludes Export or Import of material unless specified in above line items of bid.
- 7) Bid Excludes Crack-fill & Weed-Kill.
- 8) Bid Excludes Fog seal, Street Clean up from Delivery Trucks Tracking "Tack" material.
- 9) Bid Excludes PermaTex seal.
- 10) Prices good thru 05/31/24. (May be subject to change because of increased material cost)

All of the work to be completed in a substantial and workmanlike manner according to the **PREVAILING WAGE** standard practices for the sum of **\$8,996.00**

ADVANTAGE UNLIMITED PAVING INC.

By: _____
Company Officer

- ADVANTAGE UNLIMITED PAVING INC TERMS AND CONDITIONS OF SALE -
PAYMENT - -TERMS: NET CASH TO BE PAID ON COMPLETION OF JOB.
AFTER 30 DAYS, 1 ½% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

ADVANTAGE UNLIMITED PAVING INC warrants the above work for a period of one-year on all workmanship and materials.

This proposal is subject to acceptance within 30 days from date of quotation. All modifications of this agreement must be in writing.

Buyer agrees that in the event collection action is required to enforce payment of this contract, whether suit is filed or not, ADVANTAGE UNLIMITED PAVING, INC. shall be entitled to reasonable attorney's fees and court costs, providing that ADVANTAGE UNLIMITED PAVING is the prevailing party.

Upon commencement of scheduled day and work time customer agrees to have the job site totally ready for ADVANTAGE UNLIMITED PAVING to begin the work as stated in contract. This includes, but is not limited to the following;

- 1 ALL vehicles, trash dumpsters and other debris must be removed prior to our work beginning.
2. Pavement must be dry upon our arrival and the irrigation / landscaping water should be turned off at least (24) hours prior to our arrival and 48 hours after completion of work to allow proper curing time of materials.
3. After completion of work performed, ADVANTAGE UNLIMITED PAVING requests the area to remain closed for at least (24) Hours after completion of project.

Unless otherwise specified, the term "fine" grade shall mean that present grades are within 1 inch of finish sub-grade.

Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

ADVANTAGE UNLIMITED PAVING, INC. shall not be liable for any damage to or breakage of underground pipes and/or conduits not visible from the surface of the ground nor for any damage to approaches (including sidewalk) from the street to property line.

ADVANTAGE UNLIMITED PAVING, INC. shall not be held liable for ANY BACKCHARGES unless previously agreed upon and agreement must be in writing.

ADVANTAGE UNLIMITED PAVING offers no guarantee of drainage on resurfacing jobs unless otherwise specified in the above contract.

ADVANTAGE UNLIMITED PAVING offers no guarantee of regrowth of vegetation on resurfacing jobs unless otherwise specified in the above contract.

ADVANTAGE UNLIMITED PAVING offers no guarantee against cracking on resurface jobs unless otherwise specified on above contract.

ADVANTAGE UNLIMITED PAVING INC. shall not be responsible for cracks in asphalt due to acts of nature ie; earthquake, soil or sub-grade movements or failure of any resurfacing of existing asphalt.

ADVANTAGE UNLIMITED PAVING will not guarantee any crack sealing (cold applied or hot rubberized). Crack-fill by characteristic will settle and the cracks will not seal completely and therefore will not be at the same level as existing asphalt. Cracks may still be visible after the curing of crack seal and the application of a pavement sealer.

Even though ADVANTAGE UNLIMITED PAVING takes great care in cleaning the existing asphalt, we cannot guarantee that the sealcoat will adhere to oil/water saturated areas or other materials/elements that will inhibit the adhesion of the sealcoat / paint.

ADVANTAGE UNLIMITED PAVING does not warrant the following;

1. Any damage to the sealcoat resulting from barricades being removed, torn down, etc. before scheduled time.
2. Any damage to cars, trucks, other vehicles, concrete, shoes, carpets, clothing etc... due to getting on the asphalt materials before proper curing time.
3. Any damage that is not a direct result of negligence or willful misconduct by ADVANTAGE UNLIMITED PAVING.
4. Any "power steering" or scuff marks on the new asphalt or sealcoat. This a normal occurrence in new asphalt paving and sealcoating (especially in hot weather) and usually smooth's back out after traffic has been on it a few days.

The owner or its agents shall hold harmless ADVANTAGE UNLIMITED PAVING Inc. of any/all claims whatsoever involving the property upon which our work is to be performed, including property damage, bodily injury or death, or any other occurrence that is not directly from the sole negligence or willful misconduct of ADVANTAGE UNLIMITED PAVING Inc.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning contractor may be referred to the Registrar, Contractors' State License Board, (3121 Bradshaw Road) Sacramento, CA (mailing address: P.O. Box 26000, Sacramento, CA 95826).

ACCEPTANCE

I HAVE FULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE.

You are hereby authorized to proceed with the work as per above, and I agree to pay the amount mentioned in said proposal.

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day, after the date of this transaction.

Accepted By:

Title:

Date:

Upon completion and satisfaction of above work, the customer will be provided with a release from this contract along with the invoice for amount due.



Superior Pavement Markings, Inc.

PO Box 278

Beaumont, CA 92223

Phone 951.845.2799

Fax 951.845.6399

License# 776306

Union Local 1184

DIR# 1000001476

Proposal & Contract 45053

Submit To:		Contact:	Project
Beaumont/Cherry Valley Recreation & Park District 390 W. Oak Valley Pkwy Beaumont, CA 92223		Deidre Chatigney•Office 951-845-9555•Fax 951-845-9557•deidre@bcvparks.com	Noble Creek Regional Park ADA Striping 650 W. Oak Valley Parkway Beaumont
Date:	Estimator		
4/12/24	Dale Shults		

#	Description	Qty	um	Price	Ext Price
-	Parking Lot Striping, Markings, Signage and Wheel Stops as Follows:				
1	Re-Paint Parking Stall, Typical	106	EA	10.50	1,113.00
2	Re-Paint Parking Stall, ADA Stall w//ISA Symbol	10	EA	60.00	600.00
3	Re-Paint Walkway (Large)	1	EA	265.00	265.00
4	Paint New ADA Parking Stalls w//ISA Symbol & ADA Signage (4 Standard, 3 Van Accessible)	7	EA	440.00	3,080.00
5	Install Sign: ADA Accessible Route/Directional	2	EA	252.00	504.00
6	Furnish & Install Wheel Stops	7	EA	60.00	420.00
7	Furnish & Install Retrofit Truncated Dome Pads (3'x5'), \$48.00 per SF	4	EA	750.00	3,000.00
8	Mobilization	1	EA	1,250.00	1,250.00

Addenda Considered = 0

MOBILIZATION(S) = 1. Additional mobilizations at \$1,250.00 ea.

A mobilization or Move-In is any work accomplished through consecutive shifts. If work is unavailable or not ready for Superior an additional mobilization charge will be incurred.

A Minimum of **15 Working Days** Is Required Prior To Each Move In.

QUOTE INCLUDES: Traffic Paint [YES] - Thermoplastic [NO] - Rpm's [NO] - Removals [NO] - Sealing [NO] - Signing [YES, ADA Related Only] - Proprietary Signage [NO] - Monument Signage [NO] - Temp Striping [NO] - Curb Painting [NO, Unspecified, Quoted Upon Request Only @ \$2.00 per LF] - Furnish/Install Bollards [NO] - Furnish/Install Retrofit Truncated Dome Material [YES] - Wheel Stops [YES, ADA Related Stalls Only]

NOTE: Water/Pressure Washing, Broom Cleaning, Sweeping & Clearing of Debris, Objects and/or Vehicles Shall be the Responsibility of the GC. Concrete Cure Removal Prior to Striping Application Shall also be the Responsibility of the GC, If either of the aforementioned is not completed prior to Superior Arriving Onsite an Additional Mobilization Fee may be Imposed at the Rate Above.

NOTE: General contractor or owner of project to accept Superior Pavement Markings insurance limits. Any additional insurance required to be paid by general contractor or owner. Insurance limits available upon request.

NOTE: Executed Contracts as well as Change Orders requested by Owner or Contractor must be signed and returned to Superior with sufficient notice to perform work (Minimum 15 Days).

Continued...

#	Description	Qty	um	Price	Ext Price
Superior Pavement Markings, Inc.				Total	\$10,232.00
by: _____					
Estimator - Superior Pavement Markings, Inc. (Subject to office approval)				Proposal valid for 30 days from 4/12/2024.	

All areas to be free and clear off ALL debris prior to Superior Pavement Markings' crews arriving on-site. All moves and job requirement are mentioned in notes- nothing is implied unless specifically noted. Not responsible for scheduling other sub's work or scheduling conflicts with other subs. We DOT NOT provide shop drawings of any type unless prior arrangements are made. Not responsible for removing temporary striping or temporary "tabs", tape or chip seal markers unless specifically noted. Signs on signal poles, overhead or truss structures not included unless specifically mentioned in proposal. Superior Pavement Markings is a union company and all jobs are bid using current union or prevailing wage rates.

Acceptance of Proposal and Contract: I/we accept the within proposal. You are authorized to perform the work comprehended here under and I/we agree to pay the said amount in accordance with the terms set forth. By signing this Proposal/Contract below I/we agree to the attached Terms and Conditions.

Date: _____ Owner/Customer: _____ Print: _____

PLEASE SIGN AND REMIT THIS 2 PAGE DOCUMENT TO ABOVE ADDRESS.

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 24-114

**We Handle All Phases of Asphalt
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NPG ASPHALT
1354 Jet Way
Perris, CA 92571
Cont. Lic. #664779
DIR #100002457
www.npgasphalt.com

ESTIMATE TO (Client)
Beaumont- Cherry Valley Recreation & Park
650 W. Oak Valley Parkway
Beaumont, CA 92223

DATE: 4/18/2024
PROJECT: Striping, Signs & Domes
LOCATION: Noble Creek Regional Park
650 W. Oak Valley
Beaumont, CA 92223

Attention: Deidre C.

Phone: 909-848-0815

Fax:

E-mail: dcidre@bcvparks.com

Estimator: LT

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

BID #1: FIELD #1: ADDITIONAL HANDICAP STALLS , SIGNS/ POSTS, WHEELSTOPS AND TRUNCATED DOMES

1. Stripe an additional 7 handicap stalls (4 vans) per sheet 2 of 5.
2. Furnish and install 7 signs/ posts, 2 directional sign/ posts, 4 vans, 7- 4' wheelstops and 125 sq. ft. truncated domes at 4 locations per sheet 5 of 5.

Total Bid #1: \$11,051.00 _____ Initial If Accepted

BID #2: MEADOW LOT RED HATCH NO PARKING ZONE (SAME MOVE IN WUTH BID #1 ONLY)

1. Stripe red hatch "NO PARKING ZONE" per plan sheet 4 of 5.

Total Bid #2: \$575.00 _____ Initial If Accepted

BID #3: OPTIONAL TRIP HAZARD REPAIR

1. Mill and overlay 2"x18"x 700' heaved asphalt at concrete edges to eliminate trip hazard.

Total Bid #3: \$12,907.00 _____ Initial If Accepted

BID #4: OPTIONAL FURNISH AND INSTALL TRUNCATED DOMES

1. Furnish and install an additional 615 sq. ft. of truncated domes at 0" curb at handicap pathway in 2 locations per sheet 5 of 5.

Total Bid #4: \$28,506.00 _____ Initial If Accepted

****Note:** Project will be completed in 1 move during the week.

****Note:** NPG has noticed a few locations of concrete pathway that exceeds 2% slope. However, the scope of this project only includes striping, signage and truncated domes. Therefore, ADA slope improvement is not included in this project at this time.

****Note:** Price includes prevailing wages and bonds if the total contract amount exceeds \$25,000.00 in combination of all bids (or any combination bids).

****Note:** Pricing is based on current market rates on trucking, materials and fuel as of the date of this proposal. Any fluctuations in any of these costs could potentially affect the final total of this proposal and are subject to change.

****EXCLUSIONS:** Permits, testing, inspections, thermoplastic and ADA slope improvement.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

Proposal - Contract

CONTRACT# 24-114

NPG Corporation ("Contractor" and/or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS
(These are all part of your contract - PLEASE READ THEM CAREFULLY)

- 1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate.
2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE...
3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement...
4. Should Client default hereunder, Client agrees to pay the Contractor an \$1,250.00 lien filing fee...
5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor...
6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site...
7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately...
8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade...
9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer...
10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner...
11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative.
12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract.
13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work.
14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item.
15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION...

I AGREE TO ARBITRATION.
Customer's Initials
I AGREE TO ARBITRATION.
Contractor's Initials

SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% (annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Contract terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of cuts, import/export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

Approved & Submitted by: NPG Corporation
Authorized Representative:
NPG Corporation
Office (951) 940.0200
www.npgasphalt.com
P.O. Box 1515, Perris, CA 92571
Fax (951) 940.9192

Accepted By Client (Printed Name):
Client Signature
Client Status: [] Corporation [] Partnership
[] Occupant [] Owner [] Contractor
[] Prop Mgr [] Occupant
Date
Title

Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



FIELD #1 LOT
SEE SHEET 2,
3 & SHEET 5
FOR DETAILS

MEADOW LOT
SEE SHEET 4
FOR DETAILS

SEE SHEETS 2, 3, 4 & 5 FOR MORE DETAILS.



Lou Tom - Project Engineer
lton@npgasphalt.com
CELL: 951/204-8100

WWW.NPGASPHALT.COM
354 Hill View, Perris, CA 92571

Michael Emphre: 951/9481000 (M)
951/9481782 (F)
Beaumont Division: 761/223-9200 (M)

NORBLE CREEK REG. PARK
650 W. OAK VALLEY PKWY.
BEAUMONT, CA 92223

GENERAL AREA MAP
SHEET 1 OF 5

4/17/2024

Google Earth

Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.

EXHIBIT 1

THIS PLAN IS PROVIDED BY BEAUMONT-CHERRY VALLEY REC & PARK DISTRICT

-  Existing Stall
-  Van Accessible Space
-  ADA Space
-  Truncated Domes
-  Van Accessible/ADA Signage
-  ADA Arrow Signage

HC & HC DIRECTIONAL SIGNS/POSTS IN THIS GROUP MUST BE CONCRETE TO MATCH W/ THE EXISTING ONES

ADD 7 NEW HANDICAP STALLS AS SHOWN:
 (ALL HC LOADING ZONES BETWEEN HC STALLS ARE ALLOWED TO BE 9' WIDE TO ELIMINATE THE BLACKOUT OR REMOVAL OF THE EXISTING LINES) INCLUDES: 7 HC SIGN/SQUARED POSTS, 2 HC DIRECTIONAL SIGN/SQUARED POSTS, 7 WHEELSTOPS

HC & HC DIRECTIONAL SIGNS/POSTS IN THIS GROUP MUST BE [CONCRETE] TO MATCH W/ THE EXISTING ONES

DIRECTIONAL SIGN/POSTS

20 Feet

1. ADD 7 NEW HC STALLS INCLUDES 7 HC SIGNS (W/ VANS) ON SQUARED POSTS, 2 HC DIRECTIONAL SIGNS ON SQUARED POSTS & 7 WHEELSTOPS 4' LONG ON PCC



Lon Ton - Project Engineer
 lton@npgasphalt.com
 CELL: 951/204-8100

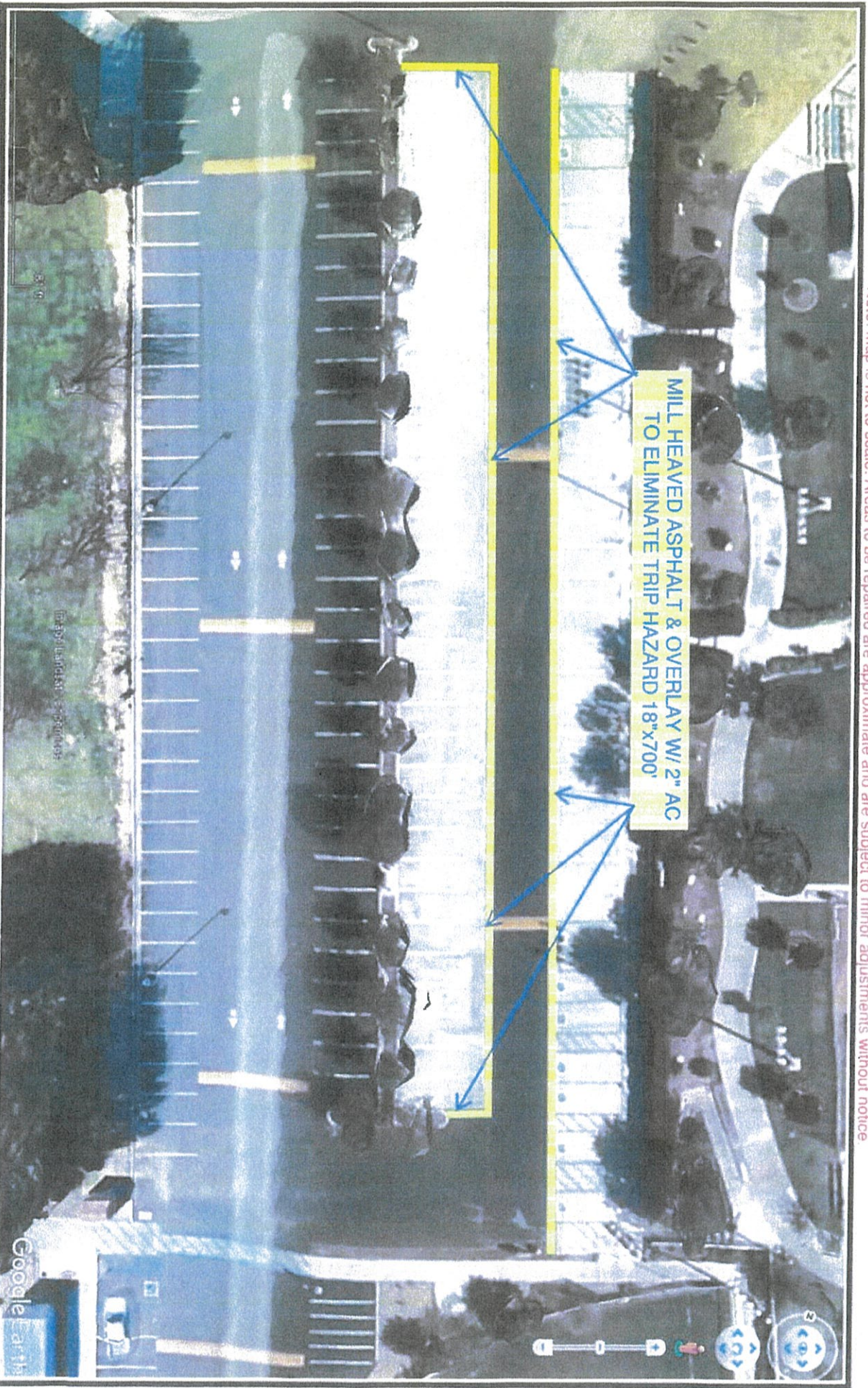
WWW.NPGASPHALT.COM
 1584 Air Way, Perris, CA 92571
 Hand Engineer: 951.940.0000 Tel
 951.940.9102 Fax
 Power Operator: 702.333.9000 Tel

NOBLE CREEK REG. PARK
 650 W OAK VALLEY PKWY
 BEAUMONT, CA 92223

4/17/2024

STRIPED 7 ADDITIONAL HC W/
 SIGN/POST & WHEELSTOPS.
 SHEET 2 OF 5

Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



1. MILL & OVERLAY 2"x18"x700' HEAVED ASPHALT @ PCC EDGES WHERE NEEDED AS SHOWN.



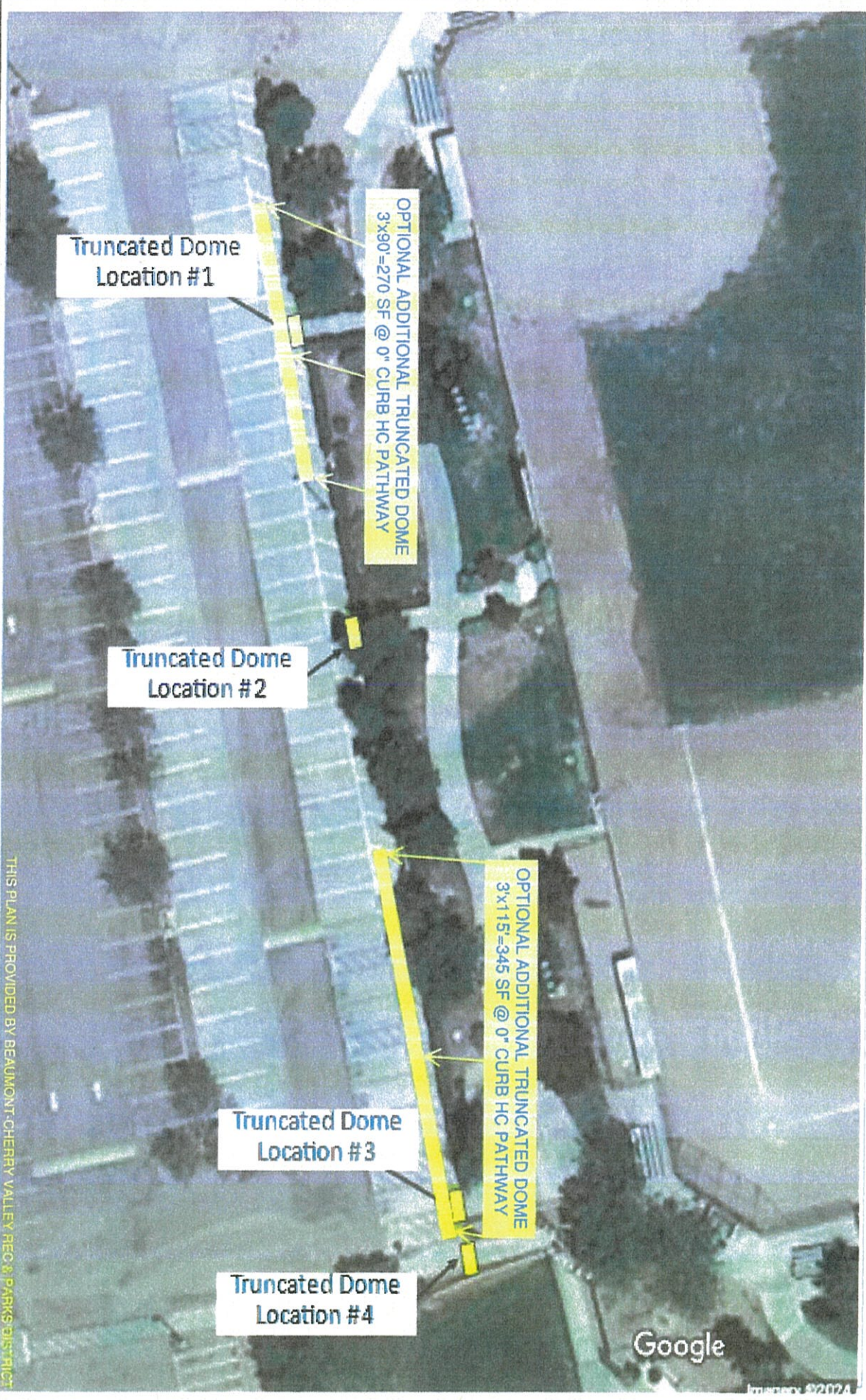
Leon Ton - Project Engineer
lton@npgasphalt.com
CELL: 951/204-8100

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Inland Empire: 951.940.0000 Tel
951.940.9192 Fax
Desert Division: 760.320.8500 Tel

NOBLE CREEK REG. PARK
650 W OAK VALLEY PKWY
BEAUMONT, CA 92223
4/17/2024

FIELD #1 LOT OPTIONAL BID
TRIP HAZARD REPAIR
SHEET 3 OF 5

Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



THIS PLAN IS PROVIDED BY BEAUMONT-CHERRY VALLEY REG. & PARKS DISTRICT

NPG ASPHALT
 Lou Ton - Project Engineer
 hon@npgasphalt.com
 CELL: 951/204-8100

WWW.NPGASPHALT.COM
 350 Mt View, Perris, CA 92371

- FURNISH & INSTALL TOTAL 125 SF OF YELLOW TRUNCATED DOME @ 4 LOCATIONS AS SHOWN:
 - LOCATION #1 : 3x5=15 SF
 - LOCATION #2 : 3x5=15 SF
 - LOCATION #3 : 3x7=21 SF &
 - LOCATION #4 : 3x6=18 SF
- OPTIONAL ADDITIONAL 615 SF DOME @ 0" CURB PATHWAY IN 2 LOCATIONS PER PLAN

NOTES:
 NPG HAS NOTICED THERE ARE A FEW LOCATIONS ON CONCRETE HC PATHWAY THAT EXCEED 2% SLOPE. HOWEVER, THE SCOPE OF THIS PROJECT IS ONLY STRIPING, SIGNAGE & TRUNCATED DOME. THEREFORE, ADA SLOPE IMPROVEMENTS IS NOT A PART OF THIS PROJECT @ THIS TIME.

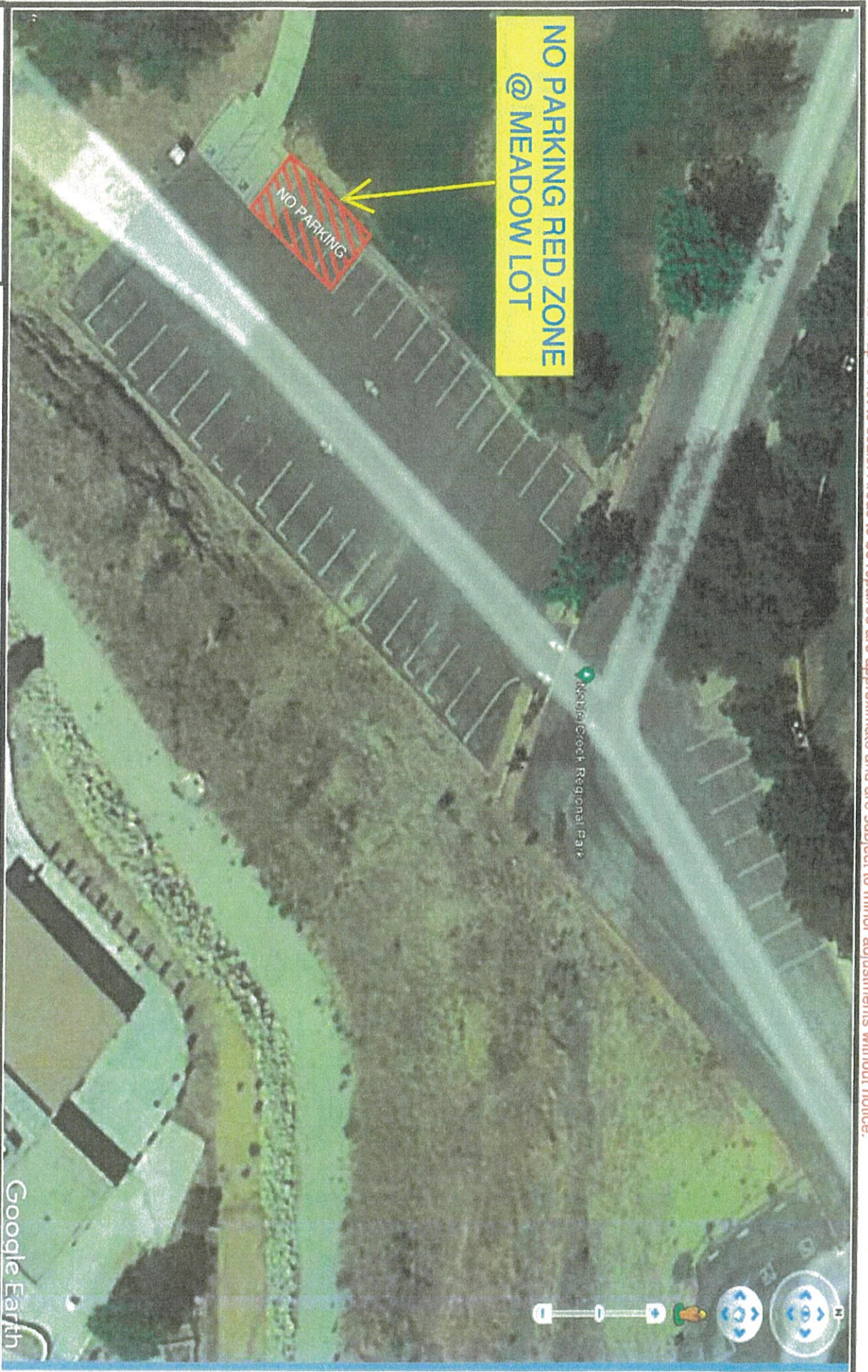
NOBLE CREEK REG. PARK
 650 W OAK VALLEY PKWY
 BEAUMONT, CA 92223
 4/17/2024

LOCATIONS & DIMENSION
 OF TRUNCATED DOMES
 SHEET 5 OF 5

Google

Imagery ©2024

Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



**NO PARKING RED ZONE
@ MEADOW LOT**

NO PARKING

1. REMOVE OR BLACK OUT W/ GRAY PAINT MORTORCYCLE STALL & BLACK OUT 2 STALLS W/ BLACK PAINT.
2. STRIPE A NO PARKING RED HATCH ZONE AS SHOWN +/-18"x32" (DO NOT DISTURB THE BLUE LINE OF HC OR WHITE LINE OF THE REMAIN STALL. THE DEPRESSION PCC CURB AT DRIVE APPROACH ALSO TO BE PAINTED RED)

**NOBLE CREEK REG. PARK
650 W. OAK VALLEY PKWY
BEAUMONT, CA 92223**

4/17/2023

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**NO PARKING RED ZONE
@ MEADOW LOT
SHEET 4 OF 5**



Staff Report

Agenda Item No. **10.1**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator/Clerk of the Board

Via: Mickey Valdivia, General Manager

Date: May 8, 2024

Subject: Approval of Personnel Policy Manual Changes

Background and Analysis:

The Beaumont-Cherry Valley Recreation & Park Department Employee Handbook has not been updated since June 2019. In an attempt to bring the handbook up to date the Personnel Policy Manual Ad Hoc Committee has reviewed and proposed changes to several sections. The committee focused mainly on three sections: Benefits, Leaves of Absence, and Work Rules and Policies.

In an effort to promote employee retention, the committee updated the vacation schedule and added a medical insurance coverage option for employees and family members. Sick leave requirements for all eligible employees increased from 24 hours to 40 hours, another change reflected in the revisions. California implemented several new employment laws regarding cannabis use, discrimination, and testing. All proposed changes can be viewed on the brief overview page. These changes have been reviewed and approved by Best Best & Krieger.

Fiscal Impact:

Offering employees additional coverage for their families will have an impact on the budget. Adding medical insurance will result in an increase of \$25,500 to the #50110 account, adding dental will result in an increase of \$8,300 to the #50107 account, and adding vision will result in an increase of \$14,200 to the #50112 account. All of this is reflected in the FY 2024/25 budget calculations.

Recommendations:

Staff recommends that the Board review, discuss, and approve the changes to the Personnel Policy Manual.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deidre Chatigny", written over a white background.

Deidre Chatigny

Human Resources Administrator/Clerk of the Board

List of Major Changes to Employee Handbook as Presented to Board on **May 8, 2024**

The following is a brief overview of the changes:

Changes in blue represent suggestions from Best, Best & Krieger

Section	Change	Description
Cover	Added Photo from Bogart Park	Proposed
i-vi	Removed Subsections from Table of Contents	Proposed
	Updated page numbers to match updates	Proposed
Benefits		
Section 2	Updated full-time employees' vacation schedule	Proposed
	Added GM discretion for New Hire packages	Proposed
Section 3	Updated holiday schedule	Proposed
Section 4.4	GM will assess eligible class applicability	Clarified
Section 4.5	District educational reimbursement amount	Proposed
Section 4.7	GM discretion for vehicle use for educational purposes	Proposed
Section 4.8	GM can approve hybrid schedule for online classes	Proposed
Section 7.3	Add employer paid premiums for Medical	Proposed
Section 7.4	Add employer paid premiums for Vision	Proposed
Section 7.5	Add employer paid premiums for Dental	Proposed
Section 7.6	Employee payout with proof of insurance	Clarified
Section 8A	General CalPERS Provisions	Clarified
Section 8B	Tiered Pension Benefits	Clarified
Leaves of Absence		
Section 1	Sick leave in CA increased from 24 to 40 hours annually	Required
Section 2	Reproductive Loss Leave section added	Required
Work Rules and Policies		
Section 2	Meal and rest breaks updated	Clarified
Section 19	Marijuana removed from District Policy Statement	Proposed
Section 19.2	Updated District Policy for Hiring Guidelines	Proposed
Section 19.3	Updated Disciplinary Action for Violations	Proposed
Section 19.4	Updated Reporting Guidelines	Clarified
Section 19.5	Updated Reasonable Suspicion Testing	Clarified



**Parks
Make
Life
Better!**

Beaumont-Cherry Valley Recreation & Park District

Employee Handbook

This copy of the Employee Handbook has been updated as of March 2024 and supersedes all previous Handbooks

“Creating Opportunities for a Healthy Community”

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INTRODUCTORY POLICIES

SECTION 1. MISSION STATEMENT

The mission of the Beaumont-Cherry Valley Recreation and Park District is to enrich and fulfill the lives of community members by providing parks, park facilities and recreational programs of outstanding quality. The District endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining and operating recreation centers throughout the community.

SECTION 2. PURPOSE

This Employment Handbook is meant to serve as a general guide to the personnel policies and practices of the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT (hereafter "District"). It is intended to familiarize employees with important information about the District as well as information regarding their own privileges and responsibilities. This handbook replaces all earlier handbooks and supersedes all prior inconsistent policies, practices, and procedures.

Employees are given copies of this Handbook and are required to read this Handbook promptly, as each employee will be expected to know and abide by its contents, except where an employee is bound expressly by the superseding terms of an employment contract approved by the board. It is important that all employees read, understand, and follow the provisions of the policy. A signed Acknowledgment of Understanding form will be placed in each employee's personnel file as evidence of the employee having read the policy and agreeing to abide by its rules and regulations. This policy is not intended to be an employment contract or legal document. Employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment. In addition, this handbook is not intended to cover all possible situations that may arise in your employment relationship with the District.

Circumstances will undoubtedly require ~~that~~ guidelines, practices, and benefits described in this policy change. Accordingly, the District reserves the right to modify, supplement, rescind or revise any provision of this policy from time to time as it deems necessary. Employees will, of course, be advised in writing of such changes as they occur. The District also reserves the right to interpret the provisions of this Handbook.

This Handbook applies to all District employees, except that nothing regarding disciplinary rights and disciplinary processes applies to those who serve in an at-will capacity, or at the pleasure of the Board of Directors, or by contract. Nothing in this Handbook gives those who serve at-will, or at the pleasure of the Board of Directors, or by contract, the right to continued employment or employment for a definite period of time, as the employment relationship may be terminated at any time, by either party, with or without notice, and with or without cause, unless the employee has a written employment agreement signed by the General Manager and approved by the Board of Directors that expressly provides otherwise.

Finally, to the extent that any part of this Handbook is inconsistent with the terms of a written employment contract signed by an authorized District representative, the terms of the employment contract shall prevail.

SECTION 3. HISTORY

The City of Beaumont and Town of Cherry Valley are located in Riverside County, eighty-one miles from Los Angeles on the main line of the Southern Pacific Railroad; seventeen miles from Redlands; and thirty miles from Riverside in the San Gorgonio Pass. This area has an average rainfall in excess of most of Southern California, including the coastal regions. This natural moisture makes the climate prime for agricultural uses.

The elevation in Beaumont is 2,600 feet above sea level, where air is pure, fresh and invigorating without extreme cold. San Gorgonio Mountain, at an elevation of 11,000 feet high to the north, and San Jacinto Peak, nearly as high to the southeast, offer the area a unique mountain setting.

In pioneer days, the padres of the San Bernardino Assistencia ran cattle in the San Gorgonio Pass in an area now known as Beaumont-Cherry Valley. The Cahuilla, Kawaiis and Shoshone Indian tribes lived here in the 1800's. The earliest travel through the area was to the Salton Sea to haul salt to the San Gabriel Mission. The early 1800's saw hunters, trappers and explorers pass through, including Kit Carson and Pauline Weaver. Weaver and his partner, Isaac Williams of Chino, ran cattle in the San Gorgonio Pass on a land grant given by Governor Pio Pico. In 1853, Dr. Isaac Smith of San Bernardino came to care for an ailing Pauline Weaver. Smith later bought the eastern portion of the Weaver-Williams' holdings

known as the San Gorgonio Rancho. Dr. Smith built the first house east of San Bernardino. Today Smith's ranch is the Highland Springs Resort.

In early October 1858 the first westbound stage sent out by John Butterfield, president of the Overland Mail Company, whirled, clattered, rolled and jolted through what is now Riverside County. From Tucson to San Francisco, with constant relays, the stage averaged five miles an hour. Butterfield stages had a short life - 1858 to 1861 - but helped popularize the Temecula approach to Los Angeles during a period when the San Gorgonio Pass was beginning to be traveled and settled.

In later years, the railroads established routes through Beaumont and south of the city a large roundhouse was built for storage and transfer of railcars. Beaumont incorporated in 1912.

SECTION 4. SPECIAL DISTRICT GOVERNMENT

The BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT is an independent special district which was formed in 1971 through its passage on the June ballot. As of 2007, the District was annexed into the City of Beaumont. The District encompasses 75 square miles; its boundaries are the City of Beaumont, Community of Cherry Valley and the surrounding unincorporated area. (Generally identical with the Beaumont Unified School District, with exception of area east of Highland Springs Road and some properties North included in Calimesa). Citizens elect five board members to staggered four-year terms. Board members elect a chairman from its membership. Chairman presides over meetings, having a vote as any other member of the Board.

The Board of Directors establishes policy and determines the type and level of park and recreational service the district will provide.

The General Manager is appointed by the Board and is responsible for the day-to-day administration of all District business, and supervision of all District department heads.

SECTION 5. EQUAL EMPLOYMENT OPPORTUNITY

It is the District's policy to provide equal employment opportunity for all applicants and employees. The District does not unlawfully discriminate on the basis of race, color, religion, religious creed (including religious dress and religious

grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the District also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation with the advice of their health care providers for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The District prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. The District also prohibits retaliation against a person who reports or assists in reporting suspected violations of this policy, cooperates in investigations or proceedings arising from a violation of this policy, or engages in other activities protected under this policy.

For information about the types of conduct that constitute impermissible harassment and, the District's internal procedures for addressing complaints of discrimination, harassment, and retaliation, please refer to the District's Policy Against Discrimination, Harassment, and Retaliation.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and

employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with Human Resources.

SECTION 6. REASONABLE ACCOMMODATIONS

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the District will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the District. Any qualified applicant or employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Department and request an accommodation. The individual with the disability should specify what accommodation they need to perform the job. The District will then conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform their job. The District will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the District will make the necessary accommodation.

SECTION 7. DEFINITIONS

For the purpose of the District's policies, the following definitions shall apply:

A. District

This shall mean the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT.

B. Board of Directors

This shall mean the Board of Directors of the District.

C. General Manager

This shall mean the General Manager of the District, duly appointed by and serving at the will and pleasure of the Board of Directors. The General Manager shall be the executive officer of the District.

D. Human Resources Administrator

This shall mean the Human Resources Administrator of the District, appointed by the General Manager of the District and serving the General Manager.

E. Full-Time Employee

This shall mean all employees assigned for employment on a regular basis of thirty-five (35) hours per week or more.

F. Part-Time Employee

This shall mean all employees assigned for employment on a regular basis of less than thirty-five (35) hours per week or more.

G. Regular Employee

This shall mean all full-time or part-time employees who have satisfactorily completed their probationary period.

H. Casual, Temporary or Seasonal Employee

Casual employees are employees hired to work on an as-needed basis and designated as "casual" at the time of their hire. As a general but not absolute rule, casual employees are assigned fewer than twenty (20) hours per week or are assigned work hours on an irregular basis. Temporary employees are hired for short periods or to work on specific projects. Seasonal employees are hired for short periods during the District's peak season. Casual, temporary and seasonal employees are "at will" and shall receive no benefits and serve at the will and pleasure of the General Manager and may be terminated without any right of appeal.

I. Delegation of Responsibility by the General Manager

This shall mean that in the absence of the General Manager, his or her designated representative shall act in his or her behalf.

J. Domestic Partner

This shall mean a person who has validly registered as a domestic partner by filing a Declaration of Domestic Partnership with the California Secretary of State pursuant to the California Family Code, section 297.

EMPLOYMENT

SECTION 1. THE EMPLOYEE'S ROLE

Every District employee, regardless of his or her position, is equally invaluable in achieving community goals and providing maximum service to the citizens of the district at a minimum cost.

It is of utmost importance that as a district employee you adhere to the highest standards of personal and business conduct. The District exists to serve the community, and you as an employee, are a representative of each resident of the District.

The public, your supervisors and co-workers will judge you on the basic qualities of courtesy, integrity, reliability and effectiveness.

SECTION 2. STANDARDS OF CONDUCT

As they represent the District, employees are to conduct themselves in a friendly and courteous manner with everyone they see or meet during their workday.

All staff members shall represent the District before the media or the public only upon specific authorization to do so by the General Manager. All staff members also have a responsibility to maintain professional conduct at all District events whether working or not.

The public does not differentiate between on or off duty for District employees, therefore whether working or not you are expected to uphold the highest standard of conduct.

The General Manager or Assistant General Manager, if any, will oversee these policies and take proper action if abused.

SECTION 3. HIRING OF EMPLOYEES

It is the responsibility of the General Manager and Assistant General Managers, if any, to develop and administer all employment practices and ensure that the needs of the organization are met in an effective and efficient manner. The General Manager determines the most appropriate method for finding qualified

applicants. In selecting the most appropriate avenue of recruitment, consideration should be given to time, expense, level of position, and availability of skills in the labor market.

1. All District employees shall be appointed to their positions by the General Manager. The General Manager is appointed by and serves at the will and pleasure of the Board.
2. The General Manager shall hire new employees for those positions as provided by the Board of Directors, pursuant to the approved policies.
3. Without approval from the General Manager, no direct relations or domestic partner of any District personnel shall be employed on a full-time, part-time, casual or temporary basis.
4. The District will comply to the extent applicable with the provisions of the Fair Labor Standards Act, and with any other applicable statutes and regulations regarding wages, hours, and benefits.
5. It shall be required that all employees certify, by signature, that they have received, read and fully understand the currently adopted Employee Handbook.
6. All employees entering District employment, pursuant to Chapter 8 (commencing with Section 3100), Division 4, Title 1 of the Government Code are required to take an Oath of Allegiance to support and defend the Constitution of the United States and the Constitution of the State of California.
7. It shall be required that all individuals accepting District employment provide verification of work authorization and identity pursuant to the Immigration Reform and Control Act of 1986. Completion of Form I-9, U.S. Department of Justice, Immigration and Naturalization Service, is mandatory within seventy-two (72) hours of hiring.
8. The District shall not consider a person who has been convicted of a felony or a misdemeanor involving moral turpitude eligible for employment (including volunteers and contract employees) except that such conviction may be disregarded if it is determined that

mitigating circumstances exist, or that the conviction is not related to the employment or volunteerism in question. Consequently, all employee applicants must submit to a criminal background check prior to being eligible for employment. All criminal background checks will be completed in compliance with state and federal law, and the results of any investigation shall be confidential. The District will provide each applicant with a copy of any information received from state or local law enforcement, or any other criminal history source.

SECTION 4. PROMOTIONS/TRANSFERS

Whenever possible, vacant positions within the District will be filled through the transfer or promotion of a qualified District employee. In considering a transfer or promotion request, the District will consider, among other things, the demonstrated skills, abilities or length of service of the individual seeking the transfer or promotion.

However, the District reserves the right to consider outside applicants whenever deemed necessary or appropriate, in its discretion.

SECTION 5. NEPOTISM

It is the policy of the District to seek its staff the best possible candidates through appropriate search procedures. There shall be no bars to appointment of close relatives in any staff category in the same or different departments so long as the following standards are met:

No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, promotion, termination, other employment status, compensation or interest of a close relative.

For the purpose of the policy, "close relative" is defined as husband, wife, mother, father, son, daughter, sister, and brother.

When an individual is considered for appointment in a department in which an immediate family member is already assigned, review of this fact shall be required at all appointing levels. The objective of this review shall be to assure equity to all members of the department.

SECTION 6. PHYSICAL EXAMINATION

All offers of employment are conditioned upon satisfactory results from a pre-employment physical examination and drug screening, where in a safety-sensitive position, performed by a physician selected by the District. The District may withdraw an offer of employment based on the results of a physical examination only if the applicant is unable to perform the essential duties of the job with or without reasonable accommodation. Further all employees may be required to undergo a job-related fitness for duty examination whenever deemed necessary by the District. The expense involved in such examination shall be borne by the District.

SECTION 7. OUTSIDE EMPLOYMENT

All employees are expected to work for the best interests of the District at all times. Every employee has an obligation to avoid any activity, agreement, business investment or interest, or other situation which could be construed as a conflict with the District's best interests or as an interference with the employee's duty to serve the District to the best of the employee's ability.

Employees should be guided by the following principles in this matter: such employment must not be with an organization that could constitute a potential conflict of interest. Any outside employment responsibilities should be disclosed to and discussed in advance with the General Manager.

SECTION 8. SCREENING/ BACKGROUND CHECK POLICY

After receiving a conditional offer of employment, all prospective District employees shall complete a Background Questionnaire under penalty of perjury stating they have not been convicted of any criminal activity involving child molestation.

After receiving a conditional offer of employment, all prospective District employees shall be fingerprinted for a complete background check through the State Department of Justice. The criminal record summary furnished to the District is confidential.. When a criminal record summary contains a conviction under Section 5164 of the Public Resources Code it is required by law that the individual be terminated if he or she has already been hired.

SECTION 9. FIRST AID

The District may require employees to attend First Aid or CPR training. The District will pay for the training of those employees required to attend as part of their job description. Employees will be notified by their immediate supervisor well in advance should their attendance be required.

SECTION 10. POLITICAL ACTIVITY

Employees shall not participate in Political activity prohibited by the Government Code or related State and Federal Laws. Employees shall be prohibited from conducting political activity during working hours.

SECTION 11. PROBATIONARY PERIOD

All employees entering District employment, with the exception of the General Manager and other at will personnel, shall serve a probationary period of twelve (12) months. Either the District or the employee may terminate the employment relationship at any time during the probationary period for any reason.

At the General Manager's discretion, all full-time and part-time employees should be provided a bi-monthly (every two months) performance evaluation for the first twelve months upon hiring. After serving the twelve-month probationary period an employee will be evaluated by his or her immediate supervisor, Human Resources Administrator, the General Manager or a designee thereof and, at the will and pleasure of the General Manager, may have his or her probationary period extended for an additional six months upon written notice to the employee that an additional period of evaluation is required. Passing the probationary period with a satisfactory rating is a requirement for continued employment with the District. Each year thereafter, the employee shall receive an annual performance evaluation on or about July 1 .

At the end of the employee's probationary period, after receiving a favorable performance rating (as defined herein) from their immediate supervisor and a favorable recommendation from the General Manager, such employee may thereafter be eligible for merit review consideration. Upon the approval of the General Manager, a new employee may be hired at a higher rate than entry level based on their prior work history and experience. Successful completion of the probationary period does not entitle an employee to continued employment for any particular length of time.

Employees serving a probationary period are not entitled to due process in discipline or termination but may be terminated at-will.

SECTION 12. PERIODIC EMPLOYEE EVALUATION

All employees with supervisory roles shall periodically evaluate the performance of employees under their supervision. This evaluation will be reviewed after the completion of the probationary period and then at least annually thereafter. It is the District's preference that the annual performance evaluations are given in July of each year, though individual circumstances may necessitate an evaluation being given at a different time.

The Employee Performance Evaluation form will be reviewed by the employee together with his or her supervisor and signed by both.

The evaluation of job performance normally highlights significant accomplishments and areas where improvement is needed. The performance evaluation should be viewed as a constructive device. These evaluations are intended to be a measurement of an employee's job progress.

Those employees with an overall rating signifying that the employee exceeds performance standards may receive a pay increase at the discretion of the General Manager. Some key factors considered in an employee performance evaluation might be:

- The quantity and quality of work;
- Cooperation and commitment in meeting District goals;
- Employee dependability;
- Employee attendance and punctuality;
- Employee flexibility, ability and willingness to learn and adapt to different work requirements and work environments; or
- Relevant training both on and off the job.

The employee's supervisor will discuss the employee's written performance evaluation with him or her, and the employee will be required to sign his or her evaluation form indicating that the employee received a copy of it, not necessarily that the employee agrees with it, and acknowledging that the original document will become a part of the employee's permanent personnel file.

SECTION 13. NORMAL WORKDAY

The employee's designated work schedule will be determined by his or her supervisor, subject to approval by the General Manager. However, a workday will generally be on an eight or ten hours per day schedule as may be desirable from time to time, with regard to the employee's respective job functions.

SECTION 14. ADDRESS CHANGE

It is important that the District maintain current home addresses and telephone numbers for all employees. There may be occasions when it is imperative that the District reach you when you are at home. The District should also be able to contact your family in case of an accident or illness at work. Please notify your supervisor of any change of address or telephone number.

SECTION 15. USE OF CONFIDENTIAL INFORMATION

During the course of employment, employees will learn confidential and proprietary business information regarding the District's business. This business information should not be shared even among co-workers, unless there is a legitimate need to know or prior supervisor approval.

"Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including business plans and strategies; manufacturing techniques; formulae; processes; designs; drawings; discoveries; improvements; ideas; conceptions; test data; compilations of data; and developments, whether or not patentable and whether or not copyrightable.

No persons, whether presently or previously employed by the District, shall utilize confidential information gained in the course of their employment in their dealings with the District or in soliciting or representing clients who desire District services. Persons violating this provision shall be subject to appropriate disciplinary action or discharge or to such civil actions as may be permitted by law. This duty continues even after termination of employment.

On termination of employment, whether voluntary or involuntary, all tangible and intangible District property must be returned to the District immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information, and any copies thereof. Also, the terminating employee must immediately notify the District if the employee has Confidential Information stored in the employee's personal computer, or in a mobile, cloud, or other storage medium, and work with the District to identify all such Information and its location and help ensure it is retrieved and/or permanently deleted by the District.

SECTION 16. POLICY AGAINST HARASSMENT AND DISCRIMINATION

The District is committed to providing a workplace free of unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race, color, religion, religious creed (including religious dress and religious grooming practices), sex, national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws.

The District strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers or third parties with whom

employees come into contact, consistent with applicable law. Similarly, the District will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with whom the District employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

A. Application

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

This policy applies to all management, directors, and employees of the District, including persons working under contract for the District.

B. Harassment Defined

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

1. Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
2. Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
3. Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement.

Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

C. Reporting Procedure

1. Internal Reporting Procedure

Any employee who believes that he or she is the victim of harassment by co-workers, supervisors, visitors, vendors or others should immediately report the incident and complete the "Employee Grievance Form" to his or her supervisor, the Human Resources Administrator or in the alternative, the General Manager, depending on which individual the employee feels most comfortable contacting. In the event that the complaint is against the General Manager, the employee should report the incident to the Human Resources Administrator.

In addition to reporting the incident to District management, employees are encouraged to recognize the importance of informing the harasser that his or her behavior is unwelcome, offensive, in poor taste and inappropriate.

2. External Reporting Procedure

Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors or others may file a complaint with the California Department of Fair Employment and Housing (DFEH). The phone number for DFEH is in the government pages of the phone book.

D. Investigation

1. Internal Investigation

Upon the filing of a complaint with the District, the employee will be provided with a copy of this policy. The General Manager is the person designated by the District to investigate complaints of harassment. The General Manager may, however, delegate the investigation at his or her discretion. In the event the harassment complaint is against the General Manager, an investigator shall be appointed by the Board of Directors.

When an allegation of harassment or discrimination is made by an employee, the General Manager or other party to whom the complaint is made shall immediately prepare a report of the complaint.

The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager (or the Board of Directors, in the event the complaint involves the General Manager).

All records and information related to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

Based on the report and any other relevant information, the General Manager (or Board of Directors) shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes harassment. In making that determination, the General Manager (or Board of Directors) shall look at the record as a whole and at the totality of the circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of

harassment. The determination of whether harassment occurred will be made on a case-by-case basis by the General Manager (or the Board of Directors).

2. External Investigation

Charges filed with the DFEH are investigated by the DFEH.

E. Remedies

1. Corrective Action

The District will take whatever corrective action is deemed necessary, including but not necessarily limited to, disciplining or discharging any individual who is believed to have violated this prohibition against harassment. The District does not tolerate harassment or discrimination of any kind and will take appropriate disciplinary action whenever such harassment or discrimination is demonstrated. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any. Any individual who engages in conduct that is contrary to this policy may be personally liable in any legal action brought against him or her.

Corrective action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the Commission's operations.

2. External Remedies

In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties.

If not settled, DFEH may prosecute the charging party's case before the Fair Employment and Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee or former employee include possible reinstatement to a former job, award of a job applied for, back pay, front pay, attorneys' fees, and, under appropriate circumstances, actual damages or administrative fines.

In the alternative, where the DFEH determines that a complaint lacks merit, or within 150 days after filing a complaint with the DFEH, the DFEH shall inform the

alleged victim of his or her right to request a right-to-sue notice. Upon request by the alleged victim, the DFEH may grant permission to withdraw the case and pursue a court action.

F. Retaliation

No employee will be disciplined or otherwise retaliated against for complaining about such harassment or discrimination, for opposing prohibited conduct, or for participating in any investigation, proceeding, or hearing conducted by the District, DFEH, FEHC, Equal Employment Opportunity Commission, or any other state or federal agency.

G. Employee Obligation

Employees are not only encouraged to report instances of harassment or discrimination, but they are also obligated to report instances of harassment or discrimination.

Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not limited to:

1. Coming forward with evidence, both favorable and unfavorable, to a person accused of harassment or discrimination; and
2. Fully and truthfully make a written report or verbally answer questions when required to do so during the course of the District's investigation of alleged harassment or discrimination.

Knowingly and falsely accusing someone of harassment or discrimination or otherwise knowingly giving false information in an investigation of harassment or discrimination shall be grounds for disciplinary action up to and including termination.

SECTION 17. GRIEVANCE PROCEDURE

A. Purpose of Grievance Procedures

1. Promotes improved employer/employee relations by establishing an appropriate means for determining the validity of grievances, i.e., claims by an employee that the District has violated, misinterpreted

or misapplied an obligation to the employee as such obligation is expressed and written in this policy.

2. Provides a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
3. Encourages free communication between supervisors and employees.
4. Grievances regarding discipline or discharge must be managed under the policies governing discipline and discharge. All other grievances must be managed as outlined in Item No. 2 below.

B. Grievance Procedure Steps

1. Step One: Supervisor: Employees who have a grievance shall first take it up informally with their immediate supervisor within five (5) working days after they knew or reasonably should have known of the occurrence of the cause of the grievance. The supervisor shall record, in writing, the grievance and any action taken.
2. Step Two: Human Resources Administrator: If the grievance is not resolved within five (5) working days after its submission in Step One, employees may submit the grievance in writing to the Human Resources Administrator within five (5) working days thereafter. The Human Resources Administrator shall meet with the employees within two (2) working days after submission of the grievance and shall deliver his or her answer, in writing, to the employees within five (5) working days after such meeting. At this and all subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option.
3. Step Three: General Manager: If the grievance is not resolved in the second step, the aggrieved employees may submit it in writing to the General Manger, within five (5) working days after the Human Resources Administrator's answer is received. The General Manager shall meet with the employees within five (5) working days after receiving the grievance and shall deliver his answer to them in writing within five (5) working days after such meeting. The decision

of the General Manager shall represent the final decision of the District with respect to the grievance. At the discretion of the General Manager, in unusual or extenuating circumstances, it may be requested that the General Manager refer the matter to the Board of Directors.

4. Step Four: If the General Manager determines to offer referral to the Board of Directors, the grievant may, within five (5) working days from the date of the General Manager's written response at Step Three, file a written request with the General Manager for a hearing before the Board. The Board may, at its sole discretion, decide to:
 - Limit its review of the grievance to the documentation developed at prior levels of this grievance procedure;
 - Hold a hearing at which both the grievant and the General Manger shall be afforded the opportunity to present evidence, testimony and oral argument regarding their respective positions as to the grievance;
 - Direct that the matter be heard by a subcommittee or designee of the Board, other than the General Manager.
5. If the matter is heard by a subcommittee or designee of the Board, written findings of fact and an advisory decision shall, within a reasonable period of time, be presented for consideration by the Board at a regularly scheduled or special Board meeting. The decision of the Board shall be final and binding on all parties.
6. In the event that a grievance hearing is convened, the grievant must be personally present at the hearing or his or her grievance will be deemed forever waived.
7. A grievant's failure to follow the timelines for addressing his or her grievance at the next progressive Step, as set forth above, will constitute the grievant's consent that the matter was resolved at the previous Step.

A copy of the District's Grievance Form is included below.

BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT
EMPLOYEE GRIEVANCE FORM

Statement of grievance, including specific reference to any law, policy, rule, regulation or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by the informal conference:

Specify remedy sought:

Employee Name: _____

Date: _____

Employee Signature: _____

SECTION 18. DISCIPLINE AND DISCHARGE PROCEDURES

A. Disciplinary Action

1. Employee Representatives Permitted. Regular employees are permitted to use an employee representative at any meeting in which they may be subject to disciplinary action by the District. Such regular employees may have an employee representative when there is probable cause to believe that disciplinary action may be taken as the result of the meeting; if a significant purpose of the meeting is to investigate facts in relation to a contemplated disciplinary action; or if there is a potential for disciplinary action.
2. Disciplinary Action Subject to Notice and Hearing Procedures. The following disciplinary actions may be taken against a regular employee either by the General Manager or such management personnel as he or she may designate:
 - a. Termination: Discharge from District service.
 - b. Demotion: Reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
 - c. Salary Reduction: A reduction in pay from the employee's current pay range to any lower amount not within that same range, as such range is recorded in the District's current salary schedule.
 - d. Suspension from Duty: An ordered interruption of duties for five (5) or more days without pay.
3. Disciplinary Actions Not Subject to Notice and Hearing Procedures. The following disciplinary actions may be taken against any employee by the General Manager or Human Resources Administrator, without compliance with the procedures referred to in paragraph b above:
 - a. Suspension for four (4) days or less without pay.
 - b. Reassignment does not entail a salary reduction or demotion.

- c. Change in working hours.
- d. Reprimand, which may be oral, or in writing, or both.
- e. Counseling statements.
- f. Written or oral warnings.

4. Causes for Disciplinary Action. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a non-exclusive list of the more common reasons for disciplinary action:

- (1) Actions contrary to the rules and policies of the District.
- (2) Inefficiency, incompetence, inattention to or dereliction of duty, failure to perform assigned duties in a satisfactory manner.
- (3) Insubordination or failure to comply with District rules and policies.
- (4) Accepting gratuities or tips.
- (5) Dishonesty.
- (6) Theft or unauthorized use of District property.
- (7) Fighting while on duty or on District premises.
- (8) Frequent or habitual tardiness, unexcused absences or unsatisfactory attendance.
- (9) Conducting non-District business activities during working hours.
- (10) Harassment or discrimination in any form.
- (11) Consumption of alcoholic beverages while on duty or on District premises.
- (12) Being under the influence of alcohol while on duty.

(13) Use of, possession of, or transfer or sale of, non-prescribed drugs or narcotics (including marijuana, whether prescribed or not) while on duty or on District premises.

(14) Disorderly, indecent or immoral conduct while on duty or while in District uniform.

(15) Discourteous treatment of the public or other District employees.

(16) Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty or immoral conduct.

(17) Unauthorized absence from work.

(18) Neglect of duty.

(19) Failure to follow safe working practices.

(20) Failure to report an injury promptly.

(21) Failure to report significant unsafe working practices to supervisor.

(22) Misrepresentations in obtaining employment with or promotion within the District.

(23) Misuse of District monies.

(24) Falsification of forms, records, or reports; including, but not limited to, time sheets, employment applications and District documents.

(25) Possessing or bringing firearms or weapons onto District property.

(26) Destroying or willfully damaging District or employee property, records, or other materials.

(27) Unauthorized opening or tampering with locks in desks, doors, cabinets, etc., or unauthorized use or duplication of keys.

(28) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment.

5. Recordation of Disciplinary Action in Employee's Personnel File. The disciplinary action taken, along with the reasons for such action, will be recorded in an employee's personnel file.

B. Disciplinary Procedures for Regular Employees

1. Purpose.

This section sets forth the procedure to ensure that all regular employees are fairly treated when subjected to disciplinary actions. These procedures do not apply to the General Manager or any employee who may be discharged, suspended or otherwise disciplined without any reason or cause (including but not limited to probationary employees).

2. Notice of Proposed Action.

Prior to taking disciplinary action subject to notice and hearing procedures, the Human Resources Administrator (or General Manager) shall deliver to the employee a written notice of its intention to dismiss or otherwise discipline the employee. Such notice shall be personally served on the employee, or if the employee is not available, it shall be sent by registered or certified mail to the employee's place of residence, as shown on the records of the District. The notice shall be served or mailed not less than seven (7) calendar days prior to the proposed disciplinary action and shall contain the following:

- a. The proposed disciplinary action and the date said action becomes effective.

- b. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made. Such information shall include, but is not limited to, names, times, dates, places or numbers that may be pertinent to the charges made.

c. If such charges are based upon documents or materials, the notice shall inform the employee of this fact, and shall inform the employee as to the location of such documents and materials. If available and subject to duplication, copies of such documents and materials shall be furnished to the employee with the notice.

d. A time and date by which the employee may file a written response and for presentation of any oral response, which date shall not be less than seven (7) days after the notice is served on or mailed to the employee, whichever occurs first.

Pre-disciplinary procedures are not required for suspension of five (5) days or less. For suspensions of five (5) days or less, the notice procedures and the response and determination procedures may be provided to the employee during the suspension or within a reasonable time thereafter.

3. Response of Employee.

The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the Human Resources Administrator for a reasonable period if the Human Resources Administrator determines it is necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the Human Resources Administrator.

If the employee desires to make an oral response, the employee shall give written notice to the Human Resources Administrator of this fact at least two (2) working days before the time and date stated in the notice for presentation of the oral response. Failure of the employee to give such notice shall constitute a waiver by the employee of any right to present an oral response. At this time, the employee should also advise the Human Resources Administrator if the employee's legal or other representative will be present during the oral response.

4. Oral Response.

If the employee gives the notice described, the oral response of the employee shall be presented to the Human Resources Administrator. At the time of the employee's oral response, the employee shall have the right to be represented by counsel or other representative.

5. Determination by Human Resources Administrator.

Upon expiration of the period of time set forth in the District's notice to the employee, or if an oral response is presented, upon completion of the response, whichever is later, the Human Resources Administrator shall review the matter, including any response of the employee and his representatives and any evidence presented, and shall make a determination whether to discharge or otherwise discipline the employee. The Human Resources Administrator shall notify the employee in writing of the determination. Such notice shall be personally served on the employee or shall be sent by registered or certified mail to the employee's place of residence as shown in the records of the District.

6. Appeal of Decision of Human Resources Administrator.

An employee or former employee dissatisfied with the determination made by the Human Resources Administrator may appeal the determination to the General Manager, provided that a written notice of appeal is filed with the District no later than fifteen (15) calendar days after the date of personal service or mailing of the notice of the Human Resources Administrator's determination, whichever is sooner.

If a timely appeal is filed with the District, the General Manager shall schedule a hearing within thirty (30) calendar days of the date of filing of the notice of appeal, and the District shall notify the employee or former employee of the time and date fixed for the hearing. At the hearing, the employee shall have the right to be represented by counsel or other representative, or both. The General Manager or such management personnel as he or she may designate, may extend the time to schedule the hearing upon a determination of good cause.

The employee shall have the right to present evidence and to examine adverse witnesses. The employee shall, at least five (5) working days before the scheduled hearing, file a written request with the District requesting the presence of such persons at the hearing. If such persons can be made available without unduly interfering with the operations of the District, the District shall cause such persons to be present at the time of the hearing. The General Manager or such management personnel as he or she may designate, may continue the hearing for a reasonable period until such persons can be present. The hearing shall be recorded.

7. Determination of Appeal.

Upon conclusion of the hearing, the General Manager shall review the matter including any evidence presented at the hearing and shall make a final determination whether to confirm the determination of the Human Resources Administrator.

8. Status of Employee.

During the period prior to the determination of the matter by the Human Resources Administrator, the employee may be suspended from performance of his or her duties with pay or may be reassigned to other duties. If the final determination of the Human Resources Administrator is to discharge an employee, the effective date of the discharge shall be the date that the notice of the Human Resources Administrator's determination is personally served or mailed, whichever occurs first.

9. Judicial Review.

Judicial review of any decision of the District, or of any commission, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee, which decision is subject to review under Code of Civil Procedures section 1094.5, may be had pursuant to this section only if a petition for writ of mandate is filed in Superior Court within the time limits specified in Code of Civil Procedure section 1094.6.

C. Layoff or Reduction in Force

A layoff or reduction in force is not a disciplinary measure. Notwithstanding any other provisions of these rules, nothing provided herein shall prohibit the District from discharging, suspending or transferring an employee upon a determination by the District that the needs of the District do not require continuance of the employee's position.

SECTION 19. RESIGNATION

An employee who resigns should submit his resignation in writing to his Supervisor and indicate date of resignation. Such notice should be submitted at least two (2) weeks before the effective date of resignation.

SECTION 20. EXIT INTERVIEW

Upon leaving District employment, the employee shall be given an exit interview. During this interview, the employee will be given a check for all monies due as computed to termination date. This review, while not limited to, will also include a discussion of all benefits, including accrued sick leave, accrued vacation, California Public Employees' Retirement System, health insurance, life insurance and disability insurance.

SECTION 21. MEDICAL COVERAGE FOR TERMINATED EMPLOYEES AND THEIR DEPENDENTS

Medical coverage for employees whose employment terminates for any reason and their eligible dependents can continue at the option of the employee pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). The District will not bear the cost of such coverage. Details concerning this provision may be obtained from a Human Resources representative.

COMPENSATION

The District's pay rates are reviewed on an annual basis to see if they reflect the District's desired position in its labor market and conform to the District's objectives. Each job has a pay range. Where an employee is placed in the pay range initially will depend on such things as qualifications, performance, and other factors considered relevant by the District management. Advancement within the range is based on merit and subject to the discretion of the General Manager. More on how merit increases may be earned is covered in the section on "Performance Evaluations."

SECTION 1. EMPLOYEE COMPENSATION

All non-exempt, full-time employees shall receive compensation in accordance with the salary range pursuant to their Job Classifications. All exempt employees shall have their compensation set either by the General Manager or Board of Directors.

Pay periods are bi-weekly. All deductions required by state, federal and local law, as well as any additional deductions authorized by the employee, will be made by the District. Paychecks will be distributed to each employee in person. If the employee cannot pick up his or her check on the day of distribution, it will be held by the Human Resources Administrator for up to one week. After one week the check will be mailed to the employee's home address. The employee may request the check be picked up by another person providing a letter of authorization.

When a full-time employee is reclassified and the position he or she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.

Advancement of wages prior to a regular payday is not a privilege which an employee may use at his or her discretion but may be authorized by the General Manager at his or her discretion in case of employee necessity or personal financial emergency. The General Manager may, in his or her discretion, authorize the requested advancement of wages if the amount requested does not exceed the wages accrued (excluding applicable deductions) by the employee to the date of said request. The amount advanced must be paid by the following payday.

SECTION 2. MERIT ADVANCEMENT

Any employees who have a performance rating which meets expected standards may be recommended for merit advancement. Normally, merit reviews will take place on an annual basis on or near July 1st of each year. Upon satisfactory completion of the probationary period, an employee may be recommended for an increase effective on their anniversary date.

The merit recommendation is to be made by the employee's supervisor and must be approved by the General Manager.

SECTION 3. OVERTIME PAY

1. All employees who are classified as "non-exempt employees," as defined under applicable laws or regulations, will be eligible for overtime pay.
2. Overtime is defined as hours worked by non-exempt employees in excess of forty (40) hours in a work week.
3. District policy is that all overtime should be pre-approved whenever possible. The District will pay any overtime worked, regardless if pre-approved. However, the working of overtime that has not been approved may be grounds for discipline, up to and including termination of employment.
4. Overtime pay shall be paid at the rate of one and one-half times the employee's rate of pay. Compensatory time in lieu of overtime can be granted at the request of the employee and approval of Human Resources or the General Manager. Compensatory time should be used within the same pay period, but no later than the following pay period of being earned.
5. For the purpose of computing overtime pay, the formula shall be as follows: monthly salary multiplied by twelve (12) months; divided by fifty-two (52) weeks; divided by forty (40) hours; equals hourly rate; multiplied by 1.5 for time. The calculation of monthly salary shall include all rates and pay as required by Section 7(e) of the Fair Labor Standards Act.

SECTION 4. ON-CALL STATUS

Standby duties are assigned to maintenance employees, or other employees as the District may determine from time to time. Additional compensation, as determined by the District, shall be paid to employees who are assigned to be on-call for emergency maintenance and repair during periods outside of their normal work hours. On call employees are required to report as soon as possible when called to duty but in no event later than one hour after the call. Failure to report in a timely manner may result in disciplinary action, up to and including termination.

An employee who is unable to report because of illness or other compelling emergency must notify his or her supervisor or the General Manager immediately.

With regard to full-time maintenance employees: All full-time maintenance employees will engage in on-call work in one-week increments, as scheduled by their immediate supervisor. The week will start on Monday at 12:01 a.m. and go on through the following Sunday at midnight.

All maintenance employees will receive compensation beyond their salary at a rate of \$175.00 and two (2) hours of compensatory time off per week, or the amount as adjusted by the District from time to time.

In addition, if a maintenance employee is called in, that employee will receive compensation at the rate of time and a half for the hours worked, starting from the time they respond to the sight until the job is completed. The employee will be compensated for a one hour minimum.

SECTION 5. WAGE GARNISHMENTS

A garnishment is a court order requiring the District to remit part of an employee's wages to another party in payment of a just debt. Because garnishments involve the District in its employees' private financial affairs, it is requested that employees handle their finances appropriately.

BENEFITS

SECTION 1. BENEFITS ACCRUAL

Unless explicitly stated in writing otherwise, no benefits or seniority accrues except during periods of actual hours worked. Thus, employees will not accrue benefits or seniority entitlements during time away from work for voluntary or involuntary leaves of absences. Seniority still accrues, however, during time away from the job for vacation or jury duty.

SECTION 2. ANNUAL VACATION

Paid vacation time for eligible employees shall accrue only after the completion of their probationary period. No employee is entitled to paid vacation time until after they have completed one year of service with the District. Casual, Temporary and Seasonal employees do not ever accrue paid vacation time. Full-time and Part-time employees are eligible to accrue paid vacation time after completing their first year of service. Vacation time is granted to all eligible employees as a lump sum once per year on July 1, except in the case of eligible employees completing their first year of service. At the time an eligible employee completes their first year of service they shall be granted a prorated amount of paid vacation according to the amount of time left in the fiscal year as of the date the employee completes their first year of service. The District's fiscal year runs from July 1 to June 30.

Full-time and Part-time employees accrue vacation according to the following schedule:

Full-Time Employees

- 1 through 4 years of service 10 days (80 hours)
- 5 through 9 years of service 15 days (120 hours)
- 10 through 14 years of service 20 days (160 hours)
- 15+ years of service 25 days (200 hours)
- 20+ years of service Additional floating holiday (8 hours)

The General Manager, at his or her discretion, has the authority to upgrade a new employee's hire package through additional paid vacation hours and/or comp

time. He or she also has the option to offer a higher starting level for years of service based on prior experience.

Part-Time Employees

- Part-time employees accrue one day (8 hours) of paid vacation for each year of service.
- Part-time employees may request an additional 5 days' vacation annually without pay after their first year of service.
 1. The District will also consider paying out vacation hours, provided the employee has used at least 40 hours of vacation during the fiscal year and provided that the employee maintains 40 hours of accrued vacation following the payout. Vacation cash outs are available twice each year on or about mid-July and again on or about mid-December. The maximum an employee is able to cash out vacation per fiscal year is 120 hours. Employees must make vacation cash out requests no later than three (3) weeks before the available cash out date. Failure to make a request in a timely manner may result in denial of the request.
 2. No vacation time shall be taken without prior approval of the employee's Supervisor and Human Resources Administrator.
 3. Vacation requests shall be submitted no less than two weeks prior to commencement of the requested vacation. Any subsequent changes must also be submitted at least two (2) weeks in advance. If an employee wishes to change his or her vacation date(s) to a time previously selected by another employee, both employees must agree to the change. Seniority shall not apply after the initial selection of vacation dates for the year.
 4. Employees with the greatest amount of service time (seniority) shall have first choice of vacation dates each year. The person employed the longest period of time chooses first. New employees are not eligible to use accrued vacation during their probationary period.
 5. In the event that a paid holiday occurs during a vacation period, the employee's vacation will not be reduced for the paid holiday.

6. Upon termination of employment, employees will be paid for any unused, accrued vacation at the employee's regular rate of pay at the time of termination.

SECTION 3. HOLIDAYS

The District observes the same holiday schedule per Riverside County Ordinance 358.8 or an average of twelve holidays per year. The following days shall be recognized as paid holidays for full-time employees. Part-time, Probationary, Casual, Temporary and Seasonal employees will not be paid for holiday time off. These days can change subject to board approval.

New Years Day
Martin Luther King, Jr Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Years Eve
Floating Holiday (per approval) / Employee's Birthday

Full-time employees who are required to work on a day regularly considered a paid holiday because of District needs shall either receive eight hours of pay at their regular rate in addition to their hours worked on that holiday or be provided an alternate paid time off day in lieu of that holiday, at the discretion of the General Manager.

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

SECTION 4. EDUCATIONAL ASSISTANCE

1. In order to encourage employees to improve their job-related skills and **provide an** opportunity for advancement through continuing education, the District has established a plan of tuition assistance for employee education.
2. The District will refund tuition fees and educational material costs spent by employees who receive prior approval of the General Manager. The General Manager's approval of the class must be obtained on a request form prior to class registration. The approved request form will remain on file with the Human Resources Administrator until the employee has completed the class.
3. Funds received from outside sources, such as scholarship grants or veterans' educational benefits, must be applied toward the cost of the course before the District's reimbursement is applied.
4. Courses must be related to the employee's work or be required for a degree related to their work and must be taken at an accredited institution. Expenses eligible for reimbursement include tuition, parking, registration fees, laboratory/materials fees and books. **The General Manager will assess eligible classes and their applicability on a case-by-case basis.**
5. **Per fiscal year, the District will reimburse up to the maximum allowed by federal law (currently \$5,250). The General Manager may approve additional courses of study at their discretion.**
6. Upon satisfactory completion of the class with a grade of "B" or better, the employee must submit receipts along with a copy of his or her transcript or other evidence that he or she successfully completed the course to the Human Resources Administrator in order to receive reimbursement.
7. **The District may, at the General Manager's discretion, allow an employee to use the company car for transportation to and from**

classes within a 50-mile radius. Additional distances must be approved by the General Manager prior to vehicle use.

8. Employees who are enrolled in online classes may have the option to work from home on a hybrid schedule, with prior approval from the General Manager and the employee's immediate supervisor.
9. In the event that the District requires that an employee enroll in a job-related class or program, the District shall pay the cost of the class and any related materials. However, the District may require that the employee agree in writing that if he or she terminates his or her employment with the District prior to or within one (1) year of completion of the class or program, the employee shall reimburse the District for all funds expended on the class or program. The District may also require that the employee sign a written authorization for the deduction of all or part of the amount owed from the employee's final paycheck.

SECTION 5. TRAVEL AND MEETING EXPENSES

1. Employees shall be reimbursed for reasonable travel expenses authorized by the General Manager for activities related to District business. This shall include payment of expenses associated with meetings, seminars, or conferences.
2. Where practical, the District will provide per diem rates, pursuant to the U.S. General Service Administration ("GSA") rates, for pre-authorized expenses associated with District business. Where not practical, it is the responsibility of the employee to provide receipts of charges for approval of payment within two weeks of the time of the meeting, seminar or conference. Substantiating receipts will be needed for expenses related to transportation, lodging, meals, and miscellaneous expenses. Miscellaneous expenses may include cab fares, parking fees, tips, telephone calls, and so forth.

SECTION 6. UNIFORMS AND PROTECTIVE CLOTHING

The District may require use of uniforms or protective clothing, to be determined by board policy or local, state, or federal safety requirements. The cost of the uniforms or protective clothing, etc., that employees are required to wear shall be

borne by the District. The District has the option of authorizing reimbursements for required clothing or equipment to qualifying employees upon proof of purchase or arranging with retailers to supply all qualifying employees with a specific product and billing the District for the total cost of all products purchased.

SECTION 7. INSURANCE

1. Group insurance plan booklets will be provided to all full-time employees. Other employees may obtain a plan booklet upon request.
2. It is mandatory that each employee notify a Human Resources representative whenever any additions or deletions occur in his or her dependent status where that dependent is covered by optional insurance coverage.
3. Health Insurance: Full-time employees are covered by a group health insurance plan, and full-time employees have the option of ~~paying premiums in order to~~ covering eligible dependents **with employer paid premiums**. Part-time employees are eligible for group health insurance care if they opt to pay their portion of the required premiums. Eligibility for participation begins the first of the month following thirty (30) days of regular employment with the District.
4. Vision Insurance: Full-time employees are covered by a group vision insurance plan. Eligibility for participation begins the first of the month following thirty (30) days of regular employment with the District. **The District will pay insurance premiums to cover full-time employees and their eligible dependents.**
5. Dental Insurance: Full-time employees are covered by a group dental insurance plan. Eligibility for participation begins the first of the month following thirty (30) days of regular employment with the District. **The District will pay insurance premiums to cover full-time employees and their eligible dependents.**
6. **If an employee has health, dental, or vision benefits available through their spouse, or if a single employee is a dependent covered by a parent's plan, they may opt to receive a cash payout, pro-rated**

per pay period, equal to 75% of the annual amount for their rate category. The employee must provide proof of insurance.

7. Long-Term/Short-Term Disability Insurance: The District offers employees who work thirty (30) or more hours per week long-term and short-term disability insurance at the expense of the employee. Additionally, the Employment Development Department (EDD) provides disability insurance benefits to all other employees.
8. Accident Insurance: The District, at its discretion, protects its regular, full-time employees from certain losses associated with covered accidental injuries leading to medical treatment. Coverage details are available through human resources.
9. Workers' Compensation Insurance: All employees are covered by workers' compensation insurance for injuries or diseases resulting from employment. The District will coordinate workers' compensation benefits with sick leave benefits or accrued vacation time if the employee so elects.

It is the employee's responsibility to report immediately to his or her supervisor or Human Resources Administrator any injury, regardless of severity, and to complete an injury report.

10. Unemployment Insurance: All employees are provided unemployment insurance by the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department (EDD) office.

SECTION 8. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

A. GENERAL PROVISIONS

The District contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for eligible employees. CalPERS benefits booklets will be provided to all employees who qualify for coverage or upon request. CalPERS members are not required to contribute taxes for Social Security

retirement benefits and should be aware that participation in CalPERS retirement benefits might affect entitlement to Social Security benefits.

All employees who meet any of the criteria shown below must participate in CalPERS:

- Hired to work full-time for more than 6 months
- Hired to work on a regular, part-time basis, who works at least an average of 20 hours a week for one year or longer
- Already a CalPERS member upon hire, unless working in a position excluded by law or contract exclusion

For employees who meet the above criteria, membership contributions, if applicable, begin immediately on date of hire.

In addition, an employee who is not eligible for enrollment upon hire may later become eligible for enrollment if they work 1,000 hours, including paid leave, in a fiscal year while in service with the District.

On September 12, 2012, then Governor Brown signed into law the California Public Employees' Pension Reform Act of 2012 (PEPRA) which impacts the retirement benefits that the District offers through CalPERS. Among other provisions, PEPRA adopts a compulsory formula and mandatory contributions for certain employees that are deemed to be "new members." Pursuant to Government Code Section 7522.04(f), the term "New Member", as it applies to individuals employed by the District, refers to the following:

(1) An employee who enrolls in CalPERS for the first time on or after January 1, 2013 and who has no prior membership in any other California public retirement system; or

(2) An employee who enrolls in CalPERS for the first time on or after January 1, 2013 and who was a member of another California public retirement system prior to January 1, 2013 but is not eligible for reciprocity pursuant to Government Code Section 7522.02(c) and Section 579.3 of Title 2 of the California Code of Regulations; or

(3) An employee who established CalPERS membership prior to January 1, 2013 with a different CalPERS employer, and who is hired by the District after January 1, 2013, after a break in service of greater than six (6) months.

As a result of PEPRRA, the District has three tiers of retirement benefits the application of which depends on an employee's hired date and status as a New Member. District employees that were enrolled in CalPERS as a result of their employment with the District before January 1, 2013 and CalPERS-eligible employees hired on or after January 1, 2013 that are not New Members, as defined above, are referred to as "Classic Members."

B. TIERED PENSION BENEFITS

The monthly retirement allowance of both Classic Members and New Members is determined by age at retirement, years of service credit and final compensation. To be eligible for service retirement, a Classic Member must be at least age 50 and have five years of CalPERS credited service and a New Member must be at least age 52 and have five years of CalPERS credited service. There is no compulsory retirement age. This retirement benefit will be paid exclusively by CalPERS in accordance with the Public Employees' Retirement Law and PEPRRA.

1. Classic Members

The retirement benefit formula for Classic Members hired prior to _____ is 2.7% @ 55 ("Tier I Classic"). The District's contract with CalPERS for Tier I Classic participants provides for calculating final compensation based on the highest average PERSable compensation for twelve (12) consecutive months of employment with the District.

The retirement benefit formula for Classic Members hired on or after _____ is 2% @ 55 ("Tier II Classic"). The District's contract with CalPERS for Tier II Classic participants provides for calculating final compensation based on the highest average PERSable compensation for thirty-six (36) consecutive months of employment with the District.

The District pays the employer portion of the costs associated with this retirement program.

The contribution required of employees is referred to as the normal member contribution and is paid for as follows:

i. For Tier I Classic Members, the District pays 5% of PERSable compensation to CalPERS on behalf of the employee as an employer paid member contribution pursuant to Government Code Section 20691 (“EPMC”). Tier I Classic Members pay the remaining 3% through payroll deductions made on a pre-tax basis.

ii. For Tier II Classic Members, the District pays 4% of PERSable compensation to CalPERS on behalf of the employee as an EPMC. Tier II Classic Members pay the remaining 3% through payroll deductions made on a pre-tax basis.

2. New Members

The retirement benefit formula for New Members is 2% @ 62. Final compensation for purposes of calculating a New Member’s retirement allowance is equal to the New Member’s highest average PERSable compensation for thirty-six (36) consecutive months of employment with the District.

As of January 1, 2024, the PERSable compensation of New Members will be capped at \$181,734, an amount that is subject to annual adjustment by CalPERS. In addition, the items of compensation used to determine benefits or contributions to CalPERS will be limited to those items of compensation deemed “pensionable compensation” under Government Code Section 7522.34.

New Members are required to pay for a portion of the cost of the 2% @ 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory contribution will be equal to 50% of the total normal costs attributable to the 2% @ 62 benefit plan, rounded to the nearest quarter of 1 percent. Currently, the contribution is 7.75% which is paid through payroll deductions made on a pre-tax basis. The District will inform New Members of any change in the mandatory employee contribution when CalPERS informs the District of the rate.

3. General Information

The details of the retirement plan are established by CalPERS, and information is provided to all participating employees upon hire, or when they change employment status and become eligible for participation in the retirement plan.

Each employee has unique circumstances impacting the calculations of their retirement benefit, therefore, employees who have questions concerning their benefit should contact the CalPERS support team at: **888-225-7377** or access the online website at: <https://www.calpers.ca.gov>.

Employees planning to retire from District service are advised to contact CalPERS and HR. CalPERS requires retirement requests be made within 120 days of the requested retirement date. Employees are requested to provide the District 90 days' notice prior to the date of their intent to retire.

SECTION 9. SOCIAL SECURITY MEDICARE COVERAGE

Employees hired after March 31, 1986, are covered under the Medicare portion of the Social Security Retirement System. The District and the employee each contribute equally in the 1.45% mandatory contribution.

LEAVES OF ABSENCE

SECTION 1. SICK LEAVE

District Policy Statement: *Sick leave shall be allowed and used in case of necessity and actual personal sickness or disability, medical or dental treatment or in case of an emergency illness of the immediate family. The District intends to comply with all requirements of the California and Federal Family and Medical Leave Laws. Sick leave may be used for any reason allowed under AB 1522.*

*Employees may use their sick leave accrual for the purpose permitted under AB 1522. Leave for this purpose may not be taken until it has actually been accrued. Full-time employees may use up to **five (5)** days per year from their existing sick leave accrual as "paid time off" on an as-needed basis, to cover absences caused by non-medical emergency reasons. Leave for this purpose may only be used in full*

day increments. It is intended to be used when an employee's absence is unavoidable but where customary sick leave is not available due to the nature of the absence.

All employees are expected to contact their supervisors as soon as possible but not less than one hour before they are due to report to the District to begin work.

Employees have the right to use their sick leave when they are incapacitated for the performance of their duties by such reasons as sickness, injury, or pregnancy. Employees can also use sick leave for medical, dental or optical appointments or examinations. In general, supervisors should approve an employee's sick leave request when they have accrued sick leave and follow proper leave approval procedures to use sick leave. Employees may not be retaliated against for the proper use of sick leave.

Employees may also use sick leave in conjunction with an approved Family & Medical Leave to care for ill family members. Employees may also use sick leave in conjunction with approved Service member FMLA leave for the care of a covered family member's injuries or exigencies stemming from service in the Armed Forces. The District defines a "child," "parent," and "spouse" in accordance with the FMLA and the California Family Rights Act for purposes of sick leave use under the District's policy.

All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a child, parent, spouse or domestic partner.

If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information. Notice should be given to the employee's immediate supervisor and the Human Resources Director. Employees are required to complete a request for leave form.

All employees are expected to contact their supervisors as soon as possible but not less than one hour before they are due to report to the District to begin work even though they are not eligible for sick leave pay. It is the responsibility of all supervisors and managers to ensure that the employees they supervise understand this policy requirement.

Need for a Physician's Certificate: When an employee is going to be absent due to illness or injury for more than three (3) consecutive workdays a physician's certificate will be required attesting to the employee's ability to resume work. The District may also, in its discretion and upon notification, require an employee who has a history of absences before or after weekends or holidays to provide a physician's certification for a subsequent absence on a workday before or after a weekend or holiday. Failure to provide a physician's statement when requested may result in disciplinary action.

Eligibility & Accrual Rates: An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. In addition, employees may take paid sick leave accrued under this policy if they have worked for the Company for at least 90 calendar days. Sick leave shall be accrued at the rate of four (4) hours per pay period for all full-time employees. Sick leave may be accumulated up to a maximum of 120 days (960 hours), at which time the employee will cease to accrue any sick leave until his or her accrual drops again below 120 days (960 hours).

Once the employee reaches an accrual of 120 days (960 hours) of sick leave, he or she is eligible to trade 10 days (80 hours) of sick leave for vacation on a two-for-one basis for vacation time. In other words, once the employee accrues 120 days (960 hours) of sick leave, the employee may "sell" 10 days (80 hours) of sick leave (dropping his or her accrual to 110 days or 880 hours) in order to receive 5 days (40 hours) of additional vacation.

Part-time, casual, temporary or seasonal employees are provided paid leave sufficient to cover 40 hours of absence on an annual basis for the reasons set forth in this policy. The annual grant will be given on July 1 of each year. This annual grant does not roll over to the next fiscal year and is not paid out upon termination of employment.

How Sick Leave is Deducted: District employees shall be charged sick leave for each full day absent. Absences less than a full day will be charged as follows:

- A minimum of two (2) hours will generally be charged for any partial day absence.
- Additional partial day sick time will be charged at the rate of one (1) full hour for each hour or partial hour used in excess of the initial two

(2) hour minimum. For example, if an employee calls in sick for one (1) and one-half hours, he or she will be charged for two (2) hours of sick leave. Or, if an employee is absent for five (5) and one-quarter hours, he or she will be charged for six (6) hours.

- Human Resources may, in its discretion, allow an employee to use smaller increments of sick leave upon a showing of good cause why such use is in the best interest of the District.

SECTION 2. BEREAVEMENT LEAVE.

In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed five (5) days. This is in addition to regular sick leave and vacation time. Verification may be required by the District.

“Immediate family” is defined as being spouse, parents, children, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or any person who is a legal dependent of the employee.

Reproductive Loss Leave

In the event of reproductive loss, an employee may be granted a leave of absence not to exceed five (5) days. A reproductive loss is defined as “the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction”. This leave must be taken within 90 days of the event, but not necessarily consecutive days. If an employee experiences more than one reproductive loss event within a 12-month period, the District is not obligated to grant a total amount of reproductive loss leave time in excess of twenty (20) days within a 12-month period. The employee is permitted to use any accrued and available sick leave, or other paid time off, for reproductive loss leave.

Reproductive loss leave is available to an employee only after he or she has worked for the District for at least 30 days.

SB848 further makes it an unlawful employment practice for an employer to retaliate against an individual because of the individual’s exercise of the right to reproductive loss leave or the individual's giving of information or testimony as to reproductive loss leave. The employer must maintain employee confidentiality

relating to reproductive loss leave. Employees are not required to provide documentation supporting the request for reproductive loss leave.

SECTION 3. MILITARY LEAVE

Employees may take military leave to serve in the uniformed military services in accordance with the federal laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as the California Military and Veterans Code, sections 394, et seq.

SECTION 4. FAMILY CARE, MEDICAL AND MILITARY FAMILY LEAVE

A. Eligibility

To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of the District's next closest facility.

An employee returning from fulfilling his or her 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.

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should refer to Sections 5 and 6 of this policy, and also contact a Human Resources professional for clarification about his or her rights for other types of leave.

B. Permissible Uses

"Family care and medical leave" may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, registered domestic partner, spouse, or parent; or (4) an employee's own serious health condition.

- A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a

medical care facility with the expectation that he or she will remain at least overnight, or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

- Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

“Military exigency leave” may be requested when there is a qualifying military exigency arising out of the fact that an employee's spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

- 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 calendar days beginning on the date the covered service member receives the notification.
- Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- Childcare and school activities where the employee may take leave to arrange 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.

- Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.
- Rest and recuperation where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.
- Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.
- 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 the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.
- Additional activities where the employee may take leave to address other events that arise out of the call to active duty as the District and the employee may agree as to both timing and duration.

“Military caregiver leave” may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is: (1) 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 otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

C. Substitution of Paid Leave

Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leaves. Employees are required to substitute sick leave only for the employee's own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave.

D. Amount of Leave

1. Family Care, Medical, and Military Caregiver Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences. Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

2. Military Caregiver Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the District may take a maximum combined total of 26 weeks in the 12-month period for the care of the service member and the birth, adoption, or foster care of their child or to care for an ill parent,

provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

3. Intermittent Leave

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced scheduled leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the District's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

E. Leave's Effect on Pay

Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to six (6) weeks in any twelve-month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

F. Leave's Effect on Benefits

During an employee's family care, medical, and military family leave, the District will continue to pay for the employee's participation in the District's group health

plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the District can recover any health plan premiums paid by the District on the employee's behalf during any periods of the leave.

With regard to other employee benefit plans, the District will continue to pay for the employee's participation in such plans to the same extent and under the same conditions as apply to other leaves that are not family care, medical and military family leaves. Specifically with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by the District. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority—even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

G. Procedure for Requesting Family Care, Medical and Military Family Leave

1. Notice Requirements

Employees must notify the District of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver

leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting District operations and may be requested to reschedule the treatment so as to minimize disruption of the District's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the District reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the District will provide a reason for the ineligibility.

2. Certification

Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employees generally must provide the required certification within 15 calendar days after the District's request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the

employee's covered family member, lasts beyond a single leave year, the District may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's leave request.

Where permitted by law, if the District has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

H. Designation of Protected Leave

Once the District has enough information to determine whether the leave is FMLA-qualifying, the District will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the District determines that the leave is not protected, the District will notify the employee.

I. Recertification

The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the District with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of

that request, the District may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

J. Return to Work Certification

Where the leave is for the employee's own serious health condition, the District requires employees to provide medical certification that he or she is released to return to work and able to do so. The District may delay restoring the employee to employment or terminate the employee without such certificate.

K. Leave's Effect on Reinstatement

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The District may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the District within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The District will comply with all applicable laws pertaining to reinstatement of employees, including, where required, the reasonable accommodation of employees who have been on an approved leave.

The District complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources Department. Separately, employees may file complaints of claimed violations of CFRA with the California Department of Fair

Employment and Housing (DFEH), which is authorized to investigate such complaints. For more information, visit the DFEH's website at <http://www.dfeh.ca.gov>.

SECTION 5. PREGNANCY DISABILITY LEAVE

A. Leaves of Absence, Accommodations, and Transfers

Any employee who is disabled by 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 Section 4 of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-Related Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

B. Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking Pregnancy-Related Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy-Related Disability Leave does not extend the total duration of the leave to which an employee is entitled.

C. Leave's Effect on Benefits

During a Pregnancy-Related Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

The District may recover from the employee the premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case the District can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee chooses not to return after the Pregnancy-Related Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is the District's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability Leave according to the provisions of the District's various employee benefit plans.

D. Return to Work Certification

Consistent with the District's practice for other employees returning from a disability leave for reasons other than pregnancy, the District requires that an employee returning from Pregnancy-Related Disability Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

E. Leave's Effect on Reinstatement

Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.

F. Other Terms and Conditions of Leave

The provisions of the District's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, and medical certification requirements also apply to all Pregnancy-Related Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers, and New Parent Leaves (to the extent permitted by law). However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

SECTION 6. CALIFORNIA NEW PARENT LEAVE

In general, if an aspect of New Parent Leave is not addressed in the policy below, employees should follow the procedures described above in the "Family Care, Medical, and Military Family Leave" policy, including those describing how to request New Parent Leave. Employees should direct any questions to Human Resources.

A. Eligibility

Eligible California employees who are not subject to both the federal FMLA and California CFRA may take new parent leave under California's New Parent Leave Act to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below. To be eligible for New Parent Leave, employees must (1) have more than 12 months of service with the District; (2) have at least 1,250 hours of service with the District during the previous 12-month period; and (3) work at a worksite in which the District employs at least 20 employees within 75 miles.

B. Leave's Effect on Pay and Benefits

Leave under the New Parent Leave Act is unpaid, although employees are entitled to utilize accrued vacation pay, paid sick time, or other paid or unpaid time off

negotiated with the employer, during such leave. Also, employees may be eligible for Paid Family Leave wage replacement/insurance benefits administered as part of the California State Disability Insurance program during a New Parent Leave.

During New Parent Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave but not to exceed 12 weeks over the course of a 12-month period, commencing on the date that the parental leave commenced, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave. (Arrangements for payment, and consequences for failure to make such payments, as well as accrual of benefits, are as set forth in the Family Care, Medical, and Military Family Leave policy above.)

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which he/she is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

C. Guaranteed Reinstatement

Eligible employees who take New Parent Leave should sick that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

D. Both Parents as Employees

If the District employs both parents who are entitled to New Parent Leave, the District is not required to grant leave in an amount beyond that available to one eligible parent.

E. No Discrimination or Interference with Rights

The District will not discriminate in any way against, an individual because he or

she exercised New Parent Leave rights or gave information or testimony as to the employee's or another person's New Parent Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

SECTION 7. VOLUNTARY LEAVE OF ABSENCE

Upon approval from the General Manager in response to a written request, an employee may be granted an unpaid leave of absence. The District shall comply with all applicable state and federal regulations for unpaid leave. Employee benefits will not accrue or be paid during a voluntary leave of absence.

SECTION 8. JURY DUTY

1. When required to serve on a jury, all full-time employees shall be allowed time off up to fifteen (15) working days, or longer with the approval of the General Manager, for the actual period of service required on such jury. Upon return to work, employee will present his or her supervisor or Human Resources Administrator with a proof of service for the actual days served and have it duly authorized by the court bailiff.
2. Such employee shall be paid their regular salary while serving on jury duty up to fifteen (15) working days, or longer, with approval of the General Manager. Unless authorized by the General Manager pursuant to this policy, any jury duty beyond fifteen (15) days will have to be served under the voluntary leave of absence criteria set forth in this policy.

SECTION 9. VICTIMS OF CRIME

1. All employees who are victims of a "violent felony" (as defined by section 667.5 of the California Penal Code), a "serious felony" (as defined by section 1192.7 of the California Penal Code) or a crime or theft or embezzlement, shall be allowed time off to attend judicial proceedings related to that crime. The employee may use his or her accrued paid vacation time, sick leave time, compensatory time off that is otherwise available to the employee, unpaid leave time or a leave of absence as set forth in this Policy.

2. All employees who have an “immediate family member,” a domestic partner, or child of a domestic partner who has been the victim of a violent felony, a serious felony or a crime of theft or embezzlement shall be allowed time off to attend judicial proceedings related to that crime. The employee may use his or her accrued paid vacation time, sick leave time, compensatory time off that is otherwise available to the employee, unpaid leave time or a leave of absence as set forth in this Policy.
3. “Immediate family member” means spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.
4. Before the employee may be absent from work pursuant to this provision, the employee shall provide written documentation in advance to the District from the court or government agency setting the judicial proceedings, the district attorney or prosecuting attorney’s office or the victim or witness office that is advocating on behalf of the victim, unless advance notice is not feasible. If advance notice is not feasible, the employee shall provide written documentation of the judicial proceedings to the District within a reasonable time.

SECTION 10. VOTING

Employees are expected to vote either before or after working hours. However, employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee’s regular shift, whichever will allow the most free time for voting and the least time off work.

WORK RULES AND POLICIES

SECTION 1. TARDINESS AND ABSENTEEISM

Every employee of the District is expected to be punctual and regular in attendance. Any tardiness or absence causes problems for an employee's coworkers and their supervisor. When an employee is absent, their workload must be performed by others, just as an employee will assume the workload of others who are absent.

Employees are expected to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business. Late arrival, early departure or other absences from scheduled hours are disruptive and should be avoided.

If an employee is unable to report for work on any particular day, they must contact their supervisor within thirty minutes after the start of their scheduled workday. If an employee fails to call within thirty minutes after the start of their scheduled workday they may face disciplinary action.

In all cases of absence or tardiness, an employee must provide their supervisor with an honest reason or explanation. An employee must also inform their supervisor of the expected duration of any absence. Unless there are extenuating circumstances, an employee must call in on any day they are scheduled to work but will be unable to report to work.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated. The District defines excessive absenteeism as more than 3 days absence in a 2-month period.

If an employee does not report to work for a period of three (3) days and fails to contact their supervisor regarding their absence, it will be determined that they have voluntarily terminated their employment.

SECTION 2. MEAL AND REST BREAKS

Each employee working **more than five (5)** hours per day is permitted up to a one (1) hour unpaid meal break. **The meal break must be a minimum of 30 minutes,**

uninterrupted, taken before the 5th hour of an employee's shift. Employees are also entitled to a ten (10) minute paid rest break for every four (4) hours of work. Meal breaks will be scheduled by the employee's supervisor. It is the employee's duty to notify his or her supervisor in writing if he or she was unable to take lunch or rest period during their shift.

Employees working only six (6) hours are not required to take a meal break. The employee must clock out at the 6th hour and go home. Employees are entitled to one ten (10) minute paid rest break during their shift.

Employees who choose to opt out of their 10-minute breaks cannot add time to a meal break or use them to clock out early.

SECTION 3. TELEPHONE USAGE

The District provides telephones for work use. Personal use of communications devices, which include the personal use of the telephone, email, or internet, must be kept to an absolute minimum. Such use may never interfere with District business. Please inform your supervisor if you need to make an emergency telephone call on the job. All other personal contacts, including personal emails and internet browsing, are prohibited during working hours.

Telephone Usage Generally: Receiving or making personal telephone calls while you are working is not acceptable except in the case of an emergency. When meeting friends or family at the workplace, please arrange to meet them in the lobby or outside of the work area. Most departments have limited space and are open to the public, so it can be very distracting to other staff members if personal discussions are taking place.

In emergencies, calls may be made from the District phones with the permission of the employee's direct supervisor. Employees are discouraged from receiving phone calls at work except in emergencies. Because of safety concerns, employees may not use personal cellular telephones at work, except during break periods away from common areas.

Long Distance Phone Calls: The District reviews its bills for long distance phone calls originating from District lines. Accepting personal collect calls and charging personal long distance phone calls to the District is strictly prohibited. Violation of this policy is grounds for discipline, up to and including termination.

SECTION 4. CELLULAR TELEPHONE USAGE

The District owns cell phones and provides those cell phones for use by employees whose jobs require them to be out of the office or on-call. These cell phones are not to be used for personal phone calls.

SECTION 5. SAFETY – CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT (CAL/OSHA)

1. The District will furnish the employee a place of employment which is safe and healthy. First-aid kits are furnished by the District and are located at the Main Office, the maintenance building and District vehicles.
2. The employee's personal appearance, including attire and hair, shall not present a safety hazard or prevent full and proper utilization of safety equipment.
3. The District shall maintain an Injury and Illness Prevention Program. These policies shall be updated as necessary, to comply with all federal and state regulations.
4. The District requires that safety meetings be held on a regularly scheduled monthly basis and requires all District field personnel to attend. Administrative (non-field) personnel will attend those regularly scheduled meetings as directed by the General Manager.
5. It shall be required that all employees certify, by signature, that they have received, read and fully understand the currently adopted Injury and Illness Prevention Program.
6. All employees shall be expected to comply with all safety rules and relevant California safety regulations. Failure to do so shall be considered as grounds for discipline up to and including termination.

SECTION 6. DRESS AND GROOMING STANDARDS

It is important that all District personnel strive to maintain a professional appearance while taking into account the nature of their jobs. The District's public image is an important aspect of our relationship with our customers.

1. Apparel – Employees shall report to work in neat and clean attire, including those employees provided with District uniforms. For those employees provided a uniform, the uniform shirt shall be buttoned and tucked in during working hours, with the exception of District’s “staff shirts” which may be worn untucked.
2. Hair – Hair shall be kept clean, combed, and neatly trimmed or arranged. This also pertains to male facial hair. Immoderate hairstyle, unnatural color, or unkempt hair is unacceptable for District business.
3. Personal Hygiene – Good personal hygiene habits must be maintained.
4. Supervisors and managers are responsible for adhering to and enforcing these standards within their departments. In applying these guidelines, supervisors and managers must:
 - a. Make reasonable accommodations for dress or grooming directly related to employees’ religion, ethnicity, or disabilities. Employees should discuss any accommodation needs with their manager or a Human Resources representative.
 - b. Specify any additional or alternative requirements necessary for reasons of employee safety or public health.

SECTION 7. DISTRICT TOOLS AND FACILITIES

Employees may not engage in personal work in District shops or other facilities or use District equipment on or off District property for personal purposes.

SECTION 8. COMPUTER USE & EMAIL

Many employees may use computers and receive email messages that are directly related to their work. While it is appropriate to read and respond to work-related email, it is not appropriate to read or respond to personal email at any time while at work. It is also not appropriate to surf the internet or use the computer for any personal purpose. Examples of inappropriate use of computer equipment/space include such things as writing school papers, studying, reading or sending personal emails, or searching the internet.

The District permits employees to use its computer equipment and electronic mail system subject to the following:

1. Minimal personal use of the Internet and email system is permitted as long as it does not occur during working hours and does not interfere with job performance.
2. The email system is not to be used in a way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of email messages without the latter's express permission.
4. District management reserves the right to enter an employee's personal email files but will not do so unless there is a legitimate business need. The District retains a copy of all passwords; passwords unknown to the District may not be used. System security features, including passwords and message delete functions, do not neutralize the District's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not install any computer software programs or transfer any personal files onto District computers without the permission of their supervisor or a managing shareholder.
6. Employees should not make unauthorized copies of any District computer software programs or files and should not distribute any District software programs without the permission of their supervisor.
7. Employees are expected to comply with all copyright and other intellectual property laws in their use of District computer hardware and software.

Abuse or misuse of the District's computers or email is ground for discipline, up to and including termination.

SECTION 9. INTERNET

Access to the Internet has been provided to employees for the benefit of the District. It allows employees to connect to information resources around the world. Employees accessing the Internet are representing the District. Employees are responsible for seeing that the Internet is used in an effective, ethical, productive, and lawful manner. To ensure that all employees are responsible, productive Internet users and are protecting the District's public image, the following guidelines have been established.

1. Unacceptable Use of the Internet: The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-District business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the District network or the networks of the other users. It must not interfere with your productivity. Personal usage of the Internet should be kept at a minimum. Any unlawful or inappropriate use of the Internet is strictly prohibited. While it is not possible to provide an exhaustive list of every type of inappropriate use of the Internet, the following examples should offer employees some guidance:
 - a. Harassment and discrimination
 - b. Offensive and defamatory conduct
 - c. Sexually suggestive material
 - d. Gambling
 - e. Trademark, copyright and licensing stipulations
 - f. Proprietary and confidential information
 - g. No solicitation
 - h. No personal sites

2. **Communications:** Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated over the Internet should have your name attached. No messages should be transmitted under an assumed name. Users may not attempt to obscure the origin of any messages. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language should be transmitted through the system.

Employees are reminded that, under some circumstances, communications sent by email may be subject to disclosure under the Public Records Act or during litigation. Therefore, it is important not to compromise themselves or the District under these circumstances.

3. **Software:** To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads will be done by the District's Management Information System personnel.
4. **Security:** All messages created, sent, or retrieved over the Internet are the property of the District and should be considered public information. Any confidential information should be conducted from home. The District intends to access and monitor all messages and files on the computer system, including email originated outside of the District, as deemed necessary and appropriate. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.
5. **Violations:** Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary the District will advise appropriate legal officials of any illegal violations.

SECTION 10. DISTRICT VEHICLES

District vehicles are for business use only. Employees are required to obey all applicable federal, state and local laws regarding their usage and to display good

driving manners, since District vehicles are, in effect, traveling representatives of the District. Employees who drive District vehicles regularly are subject to the DMV Pull Notice Program.

District vehicles shall not be operated by persons other than the employee to whom they are assigned, excepting other employees of the District using the vehicle for District business with the consent of the employee to which the vehicle was assigned. District vehicles should also not be used to transport persons other than the employee to which they are assigned, excepting other employees of the District using the vehicle for District business with the consent of the employee to which the vehicle was assigned. District vehicles may not be used to transport District patrons or other members of the public, unless specifically authorized by the General Manager. District vehicles may not be used for personal business unless specifically authorized by the General Manager.

All traffic accidents and violations must be reported to the employee's supervisor immediately. Failure to maintain a driving record acceptable to the District will result in termination.

Mileage reimbursement will be paid as appropriate to employees who are authorized to use their personal vehicles for District business. Prior to such use, the employee must submit proof that he or she holds a valid driver's license and maintains at least the California state law minimum of property and liability coverage on his or her automobile insurance.

SECTION 11. USE OF PERSONAL VEHICLE

When an employee is authorized to use his or her personal vehicle in the performance of District work, he or she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage. No employee may use his or her personal vehicle for District work, including the transport of District patrons, unless specifically authorized to do so by the General Manager.

Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational. Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Proof of adequate insurance covering collision, personal injury, and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work. Employees who drive personal vehicles on District business are subject to the DMV Pull Notice Program.

SECTION 12. SUPPLIES AND MATERIALS

Waste and misuse, even in small ways, can be very costly when a large number of people are involved. Thus, it is the District's policy that its employees be conservative and resourceful with District supplies and materials. It is the District's policy that District supplies, materials and property (including but not limited to uniforms, cell phones, and District keys) in the possession of District employees are returned to the District upon the termination of the employment relationship or upon the District's request.

SECTION 13. WORK AREA

Office: Keeping the work area professional-looking and orderly requires a combined effort. It is also important to employee safety, as well as that of others, that each employee keep his or her work area clear and free from hazards. Open desk drawers and files present dangers. No more than one should be open at a time. All records and files should be in their assigned storage location unless they are in actual use. Before you leave at the end of the day, pending work should be placed in a cabinet and your desk cleared. Be sure computers, calculators and similar office equipment are turned off and put away.

Non-office Job Sites: It is important for everyone's safety that job sites are kept clear from any potential hazards. All jobs must be picked up daily as much as is practical. Tools and equipment should be cleaned and returned to their proper location in the shop at the end of each day. At job completion, one hundred percent (100%) cleanup is necessary. Clean working surroundings not only create a safe environment, but further improve our quality of work and customer satisfaction.

SECTION 14. SOLICITATION AND DISTRIBUTION OF MATERIAL

Persons who are not employees of the District are not permitted to solicit or distribute anything for any purpose in District buildings or on District property. Employees are not permitted to solicit or distribute anything for any purpose during working time or on nonworking time in working areas, except as

authorized by the District or by law. No employee shall deface or alter any District building or property or employee or customer property by affixing any poster, sign, sticker, or other type of advertisement or propaganda matter or device.

SECTION 15. GIFTS

Employees are not allowed to give or receive gifts from District suppliers, customers or others known through the course of employment without District approval and compliance with State regulations regarding conflicts of interest.

SECTION 16. BULLETIN BOARDS

Bulletin boards are provided to help keep employees informed of District events, changes in policies and other matters of interest to District employees. Employees may not post personal or other items on the bulletin board(s) without prior authorization from the General Manager.

SECTION 17. PERSONNEL FILES

A personnel file will be maintained for each employee. The file may contain, but is not limited to, information regarding pay changes, job descriptions, performance evaluations and notes regarding employee conduct.

Should an employee wish to review his or her personnel file, he or she should contact the Human Resources Administrator who shall arrange for a District representative to be present during the employee's review of his or her personnel file.

SECTION 18. SAFE WORK PRACTICES

Safety is everyone's business. It will be the obligation of all District employees to strictly observe all safety rules and regulations.

Safety is a product of teamwork. It is our intention to provide safe working conditions that will help protect all employees from injury. This will not succeed without the full cooperation of all employees in observing safety standards and following safe working practices.

The cause of accidents can almost always be eliminated if employees observe the following:

1. Use safety equipment whenever provided;
2. Report any hazard to your supervisor promptly;
3. Use common sense safety precautions as you go about your work;
4. Attend all scheduled safety meetings held by your supervisor;
5. Read all District safety rules and regulations; and
6. REPORT EVERY INJURY TO YOUR SUPERVISOR IMMEDIATELY, NO MATTER HOW SLIGHT IT MAY APPEAR TO BE.

Access to certain areas/facilities may be restricted for safety or security reasons and will be clearly marked as such. Individuals who enter such areas without proper training or authorization will be subject to disciplinary action up to and including termination.

The District has an employee Safety Committee which meets regularly, reviews all accident reports and makes periodic inspections of all District facilities. The committee also makes recommendations on the prevention of future accidents.

SECTION 19. PROHIBITION OF DRUG OR ALCOHOL USE

District Policy Statement: *The District is committed to providing a safe, healthy and efficient work environment for all employees. To achieve this goal, everyone employed by the District is prohibited from the use, sale, dispensing, distribution, possession, and manufacture of illegal drugs and narcotics or alcoholic beverages or prescribed marijuana on District premises or work sites. In addition, they are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs, when such activities adversely affect job performance, job safety, or the District's reputation in the community. An employee who violates this policy is subject to corrective action, up to and including termination of employment.*

All information relating to drug or alcohol screens will be kept strictly confidential and will be maintained in each employee's medical file which is maintained separately from an employee's personnel file. Results of a drug or alcohol screen will only be discussed with those that have a work-related need to know.

While the District does not condone the abuse of alcohol, prescription drugs, or the use of illegal drugs, it does recognize that addiction to drugs or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from supervisory management and Human Resources in advance of detection, the District will assist the employee in seeking treatment. An employee who decides 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 for the District to provide the time off. The employee may use any accrued sick leave or vacation while on the approved leave. However, additional benefits will not be earned during the leave of absence. The same rules and provisions as apply to medical leaves will apply to a leave to attend a rehabilitation program.

Employees using prescription or over the counter drugs in the manner prescribed, where such use may compromise their ability to work safely, are expected to report such use to their supervisor. The employee will not be required to state the name of the drug or the reason for taking the drug. A determination will be made by competent medical authority whether the employee can continue to work safely. If it is determined that the employee cannot continue to work safely, an attempt will be made to find alternate employment that can be performed safely or other reasonable accommodation. If no such alternate employment or accommodation can be found, the employee will be placed on leave of absence until he or she is determined to be able to work safely or is terminated.

It is the District's policy to prohibit its employees from using illegal drugs or alcohol ~~or marijuana in connection with their employment in the workplace~~, as it constitutes a threat to the safe and efficient performance of our service. It is likewise the District's policy to take reasonable and appropriate measures designed to minimize the risk to public and employee health and safety due to alcohol or drug related impairment.

With this in mind, the District has established the following policy with regard to use, being under-the-influence, possession, distribution or manufacture of alcohol or drugs ~~(including marijuana, whether prescribed or not).~~

1. Assignment of Duties

Responsibilities for implementation of the drug and alcohol policy and procedure are the following:

- **The General Manager** or his or her designee shall ensure the administration and implementation of the program, communication of program requirements to employee; follow up for positive (failed) test results, and allocation of adequate District resources for implementation of the program.
- **Human Resources Administrator** is responsible for assisting the administration and oversight of the program as directed by the General Manager. Duties include maintenance of this policy and procedure; monitoring of the program; and communication of program requirements to supervisors, managers and employees.
- **Supervisors and managers** are responsible to ensure that the individuals they supervise are aware of and understand the policy and its requirements and that they are in compliance.
- **Employees** are responsible for complying with all aspects of this policy and procedure. Offers of employment or rehiring may be contingent upon successful completion of a drug and alcohol screening examination. For certain jobs or positions, candidates will be required to submit to a medical examination or blood, urine or other medical test, and to agree in writing to allow results of these tests to be furnished to and used by the District. Individuals seeking employment or rehire by the District will not be hired if they refuse to submit to a drug and alcohol test as required by this policy.

Except for special occasions (such as holiday parties, where it has been expressly permitted and monitored by District management), consumption of alcohol on District premises or on the job is prohibited. Exceptions must be approved in advance by the General Manager and Board of Directors and, if approved, conduct must be in accordance with the limitations which accompany the approval.

Employees who report to work under the influence of drugs, including alcohol or **marijuana cannabis** (whether prescribed or not), will not be permitted to work. If an employee is discovered under the influence while on the job, he or she will be required to leave work immediately. The Human Resources Administrator should be notified to arrange safe transit.

Employees who are experiencing problems resulting from drug or alcohol abuse or dependency are encouraged to seek counseling from their immediate supervisor who will contact and work with Human Resources to identify other sources of assistance. Such discussions will be kept confidential, will not be considered a violation of this policy and will have no influence on performance appraisals. Should an employee voluntarily request a leave of absence for treatment of drug or alcohol addiction, the District will reasonably accommodate such a request. Job performance alone, not the fact that an employee seeks counseling, will be the basis of all performance reviews.

2. Hiring Guidelines

The District will not hire or consider for rehire, unless state or local law provides otherwise, alcoholics or drug abusers whose current use of such substances prevents them from performing their jobs or who would constitute a direct threat to the property or safety of others. All applicants for employment or rehire in safety sensitive positions may be required to submit to an alcohol and controlled substance test before they may begin work as part of the District's hiring process and are advised in advance of this requirement as part of the District's pre-employment procedure. ~~The District will not test for non-psychoactive metabolites unless otherwise required to do so by state or federal law. The District will not request information from an applicant for employment relating to the applicant's prior or off the job use of cannabis. Employees with a Commercial Drivers License are subject to the Department of Transportation drug and alcohol testing requirements.~~

3. Disciplinary Action for Policy Violations

~~The District may require a drug and alcohol screening of any employee reasonably suspected of using or being under the influence of a drug or alcohol while at work or on the premises of the District or project sites.~~ Any employee who violates any aspect of this policy, including refusing to submit to searches, inspections, or tests when requested by the District, will be subject to disciplinary action, up to and including termination of employment.

The District will take appropriate disciplinary action against those who are in possession of or under the influence of alcohol or illegal drugs (including ~~marijuana cannabis, whether or not the employee maintains a prescription for the same~~ regardless of prescription) while on the District's premises or project sites.

When a supervisor or manager has ~~reason~~ **reasonably suspected to believe** that an employee is violating this policy, the employee may be suspended immediately, pending testing or investigation. Other actions, such as notification of the law enforcement agencies, may be taken at the District's discretion, as it deems appropriate. An employee's **consent to submit to such a test is required as a condition of employment and the employee's refusal** ~~who refuses~~ to take a drug and alcohol test will be **subject to result in** disciplinary action, up to and including termination of employment.

All positive results will be reported to the Human Resources Administrator by the testing facility. At the discretion of District management, an employee who fails a drug and alcohol test may be discharged or will be required to complete a rehabilitation program, pass a drug and alcohol test, and submit to follow-up testing. **Employees with a Commercial Driver's License are subject to the requirements of the Department of Transportation.** The employee will be subject to termination if they fail a drug and alcohol test after completing a rehabilitation program.

4. Reporting Guidelines

Supervisors and managers will report immediately to the Human Resources Administrator any action by an employee **reasonably suspected of using or being under the influence of a drug or alcohol while at work or on the premises** ~~who demonstrates an unusual behavior pattern~~. The Human Resources Administrator or General Manager will determine whether the employee should be examined by a physician or clinic or tested for drugs and alcohol. Specimens will be collected only at the designated collection site specified by the District. The designated collection site will have established procedures to ensure the proper collection of specimen samples, including a split sample method of collection, chain of custody and specimen control.

Employees believed to be under the influence of drugs, narcotics, or alcohol will be required to leave the premises and the Human Resources Administrator should be notified to arrange safe transit.

5. Drug & Alcohol Testing Categories

Pre-employment Testing: The District has determined that some employees are safety-sensitive employees.

All individuals offered employment or rehire in a safety-sensitive position involving work that may present a great danger to the public must submit to a pre-employment drug and alcohol test prior to hiring. Offers of employment shall be contingent upon successful completion and passing of a drug and alcohol test. If the applicant is under age 18, a consent form must be signed by the employee's parent or guardian prior to screening.

An applicant who received a failing test is entitled to know what portion of the test he or she failed and to question and challenge test results he or she believes to be erroneous. At the applicant's request, any positive test result may be retested independently and at the applicant's expense using a more sensitive test.

Reasonable Suspicion Testing: Drug and alcohol testing of employees will be implemented by District management when there is a reasonable suspicion that an employee possesses or is under the influence of drugs or alcohol. **Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.** If an employee is on a **medically** legally prescribed medication, it is their responsibility to advise their supervisor of this fact before reporting to work.

Testing may also be required if an employee is found to be in possession of physical evidence, i.e., drugs, alcohol or paraphernalia, possibly connected with the use of an illicit drug or if illicit drugs or alcohol are found in the employee's immediate work area. **The District will not test for non-psychoactive metabolites, unless required by state or federal law.**

Return to Duty Testing: Employees who refuse to submit to a drug and alcohol test or do not pass a test, if allowed to return, may not return to duty until they pass a drug or alcohol test and the General Manager or the Human Resources Administrator has determined that the individual may return to duty. Appropriate disciplinary action will be taken against those who either refuse to take or fail a drug or alcohol test. Moreover, all employees returning from a leave of absence to attend a drug or alcohol rehabilitation treatment must also present documentation reflecting the successful completion of such treatment.

Post-Accident Testing: Post-accident drug and alcohol testing will be implemented if an employee is involved in an accident and a supervisor has

reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. Such testing will be conducted within two hours after the accident or as soon thereafter as reasonably possible. If an employee is injured, unconscious, or otherwise unable to give consent of the drug and alcohol test, the individual understands that by signing this policy he or she consents to such a test in such circumstances.

Employees Subject to Department of Transportation Regulations: In addition to the above, District employees who operate any of the following commercial motor vehicles are subject to testing in accordance with regulations issued by the Federal Department of Transportation (hereinafter “DOT Regulations”):

- A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight of at least 10,000 pounds;
- A vehicle with a gross vehicle weight of at least 26,001 pounds;
- A vehicle designed to transport 16 or more passengers, including the driver; or
- A vehicle used to transport those hazardous materials listed in the Hazardous Materials Transportation Act.

6. Searches

The District reserves the right to search lockers, storage areas, furniture, District vehicles and other places under the common control of the District and employees, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this Policy.

A copy of the employee acknowledgement of receipt of the District’s Drug and Alcohol Policy and the District’s Consent form are attached.

ACKNOWLEDGMENT OF RECEIPT OF
PROHIBITION OF DRUG OR ALCOHOL USE POLICY

I, _____, hereby acknowledge receipt of the Beaumont-Cherry Valley Recreation & Park District Prohibition of Drug or Alcohol Use policy. I understand the compliance with this policy is a condition of employment and that violation of this policy may result in discipline up to and including termination.

Date

Employee Signature

Employee Name (Please Print)

CONSENT AND RELEASE FORM
Drug/Alcohol Testing

I hereby voluntarily authorize Beaumont-Cherry Valley Recreation and Park District ("District") and any laboratories or medical facilities designated by the District, to perform a urinalysis, blood, or other test to detect the presence of illicit drugs or alcohol in my body. The medical facility may use more than one test. I further authorize the reporting of the results of such test(s) to the District and its authorized personnel. I recognize that the results of such test will be used to determine my suitability for employment or for continued employment with the District.

Any attempt to switch or alter a sample will be considered the same as a positive result.

The only drugs, medication or mind-altering substances, including drugs prescribed by a physician and over-the-counter medications that I have used in the last forty-five (45) days are as follows:

<u>Drug/Medicine</u>	<u>When used</u>	<u>Issued by (If prescription)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF EMPLOYEE: _____ DATE OF TEST _____

FACILITY PERFORMING TEST _____

EMPLOYEE SIGNATURE: _____ Date _____

SUPERVISOR REQUESTING TEST _____ Date _____

SECTION 20. TOBACCO USE, VAPING AND E-CIGARETTES

The Board of Directors recognizes the health hazards associated with the use of tobacco products, vaping and e-cigarettes and desires to provide a healthy environment for staff and participants.

Ample research exists demonstrating the health hazards of the use of tobacco products, including smoking and the breathing of second-hand smoke. Furthermore, research supports significant risk to public health associated with the expulsion of saliva associated with “smokeless” tobacco. Therefore, in the best interest of the health and safety of employees and the general public, and in accordance with state and federal law, the use of tobacco products shall be banned completely within District buildings or confined spaces including District vehicles. Use of tobacco products, vaping and e-cigarettes is prohibited at District facilities except where explicitly designated.

The successful implementation of this policy depends upon the thoughtfulness, consideration and cooperation of tobacco-users and non-users alike. All individuals on District premises share the responsibility of adhering to this policy. All District employees will be responsible for advising members of the public who are observed using tobacco products on District property of the District’s policy on the matter. Said individuals shall be asked by staff to refrain from tobacco use.

Members of the public who refuse to comply with this policy may be directed by the general manager or a designee, or Board of Director to leave District property.

A copy of the employee acknowledgement of receipt of the District’s Tobacco Use, Vaping and E-cigarettes policy is attached.

ACKNOWLEDGMENT OF RECEIPT OF
TOBACCO USE POLICY

I, _____, hereby acknowledge receipt of the
Beaumont-Cherry Valley Recreation & Park District Tobacco Use policy. I
understand the compliance with this policy is a condition of employment and that
violation of this policy may result in discipline up to and including termination.

Date

Employee Signature

Employee Name (Please Print)

SECTION 21. PUBLIC COMPLAINTS

The Board of Directors desires that public complaints be resolved at the lowest possible administrative level, and that the method for resolution of complaints be logical and systematic.

A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state, or federal statute of which the individual has been adversely affected.

The method of resolving complaints shall be as follows:

- The individual with a complaint shall first discuss the matter with the supervisor responsible for the program or activity with the objective of resolving the matter informally. The supervisor shall respond to complaint within ten (10) days.
- If the individual registering the complaint is not satisfied with the disposition of the complaint by the supervisor, the complaint may be filed with the General Manager. Within ten (10) days, the General Manager shall meet with the person filing the complaint to resolve the matter. At the option of the General Manager, he or she may conduct conferences and take testimony or written documentation in the resolution of the complaint. A written decision from the General Manager may be requested by the individual filing the complaint.
- If the individual filing the complaint is not satisfied with the disposition of the matter by the General Manager, a written complaint may be filed with the Board of Directors within ten days of receiving the General Manager's decision. The Board may consider the matter at the next regular meeting or call a special meeting. The Board will expeditiously resolve the matter. In making the final decision, the Board may conduct conferences, hear testimony, as well as utilize the transcripts of written documentation. A written decision from the Board may be requested by the individual filing the complaint. Board decisions are final.
- This policy in no way prohibits or is intended to deter a member of the community or staff member from appearing before the Board to present verbally a testimony, complaint, or statement in regard to actions of the Board, District programs and services, or impending considerations of the Board.

SECTION 22. FOOTWEAR POLICY

A. Purpose

In compliance with the Injury and Illness Prevention Program, the District is committed to providing a healthy and safe working environment for all employees. The District provides policy and guidelines for footwear requirements and reimbursement to eligible employees for Personal Protective Equipment (PPE) footwear due to potential work hazards.

B. Policy

Employees exposed to foot injury hazards (including but not limited to falling or rolling objects, objects piercing the sole, chemicals, electrical hazards, and slip and fall conditions) should wear appropriate foot protection. The maintenance department shall use a PPE Assessment to determine jobs that require safety footwear. "Employee" is a full-time or part-time maintenance employee or others as determined by management. The District will reimburse each employee required to wear PPE footwear in performing their job duties. Employees must complete and submit a "Request for Safety Footwear Reimbursement" form along with the receipt within 30 days of purchase.

1. Employees are required to purchase the required footwear within 14 days of employment.
2. The employee will agree to reimburse the district if he or she terminates his or her employment within 90 days of the purchase of the footwear.
3. Employees are to purchase PPE footwear labeled as "complies with (or conforms to) ASTM F 2412-05 and F 2413-05." The footwear must be in compliance with OSHA and Cal/OSHA standards. Slip resistant footwear must be tested and certified slip resistant by the manufacturer.
4. Employees must select footwear based on the exposure and work performed and as determined by the maintenance foreman. The maintenance foreman shall determine if the footwear meets criteria as established by this policy and shall authorize reimbursement prior to the employee's submission for reimbursement.
5. Footwear which is defective or inappropriate to the extent that its ordinary

use creates the possibility of foot injuries should not be worn.

6. The District will reimburse the employee up to \$100.00 for footwear once per fiscal year. However, the General Manager will have latitude in this decision based on the type of work performed by the employee.
7. The District will reasonably accommodate disabilities that relate to work boots or their usage.
8. Failure to wear required safety footwear will result in disciplinary action.

SECTION 23. ADOPTION OF FURTHER POLICIES/AMENDMENT OF POLICIES

From time to time, these policies may be amended by the Board of Directors or additional policies may be enacted.

Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the General Manager. The proposed adoption or amendments is initiated by submitting a written draft of the proposed adoption or amendment to the General Manager and requesting that the item be included for consideration on the agenda of the appropriate regular meeting of the Board of Directors.

Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a 4/5 affirmative vote of the entire Board of Directors.

Before considering adopting or amending any policy, Directors shall have the opportunity to review the proposed adoption or amendment prior to the regular Board meeting at which consideration for adoption or amendment is to be given, unless business urgency otherwise requires an expedited process. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration. The agenda information packets with said copies shall be made available to each Director for review at least three days prior to any meeting at which the policy(ies) are to be considered.

The requirement to review a proposed new or amended policy prior to the meeting at which adoption is to be considered may be waived by a 4/5 affirmative vote of the entire Board, with the agenda specifying consideration of such action.

ACKNOWLEDGMENT

PLEASE READ THE EMPLOYEE OFFICE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE HUMAN RESOURCES DEPARTMENT WITHIN ONE WEEK OF RECEIPT.

Employee Name: _____

I acknowledge that I have received a copy of the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT (“District”) Employee Handbook. I understand that I am to promptly read its contents and that I am responsible for knowing and adhering to the policies set forth in the Handbook during my employment with the District.

The policies contained in the Handbook are not intended to create any contractual rights or obligations, and the District reserves the right to amend, interpret, modify, or withdraw any portion of this Handbook at any time.

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 Board of the District, 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 Board of the District. 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 agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, and I agree that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

Date: _____

Signed: _____



Staff Report

Agenda Item No. **10.2**

To: Board of Directors:
From: Nancy Law, Executive Assistant
Via: Mickey Valdivia, General Manager
Date: May 8th, 2024
Subject: Second Reading of FY 2024/25 Budget

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District in past years have presented to the Board a two (2) year working Budget, this year staff has prepared a (1) year Balanced Budget, all departments met with the General Manager and the Finance Department to provide input and review of current year spending and budget projections for the upcoming year.

On April 10th, 2024 staff presented the first reading of the FY 24/25 Balanced Budget for your review and comment. Moreover, staff has made changes as described below:

- Added line #79 – Elections
- Added line #228 – Rebranding
- Removed \$35,500.00 from line #183 – Health Insurance (HR Administrator discovered adding family would not go into effective till January 1st, 2025.

Fiscal Impact:

There will be no fiscal impact for the District.

Recommendations:

Staff and Finance Committee (Director Lawhead and Treasurer John Flores) recommend that the Board review, comment and adopt the Second Reading of the FY 2024/2025 Balanced Budget.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nancy Law".

Nancy Law
Executive Assistant

**Beaumont-Cherry Valley Recreation and Park District
FY 24-25 Balanced Budget**

	Account	FY 23-24 Actual as of: 3/31/2024	FY 23-24 Budget	FY 24-25 Budget Request	Notes
1	Income				
2	State of California Revenue				
3	40001 Property Tax Current Secured	\$ 1,600,806.87	\$ 1,547,429	\$ 2,650,000	
4	40002 Property Tax Current Supplement	\$ 72,034.48	\$ 25,740	\$ 100,000	
5	40003 Property Tax Current Unsecured	\$ 142,812.40	\$ 91,980	\$ 110,000	
6	40004 Property Tax Prior Supplemental	\$ 37,899.84	\$ 14,183	\$ 24,000	
7	40005 Property Tax Prior Unsecured	\$ 6,630.83	\$ 3,570	\$ 10,000	
8	40006 CA Homeowners Tax Relief	\$ 10,510.02	\$ 11,031	\$ 180,000	
9	40007 Redevelopment (RDA)	\$ (13,214.58)	\$ 97,997	\$ 80,000	
10	40010 Low Moderate Income Housing	\$ 2,308.85	\$ -	\$ 70,000	
11	40401 Interest - Invested Funds	\$ 18,183.48	\$ 2,785	\$ 16,000	
12	Total State of California Revenue	\$ 1,877,972.19	\$ 1,794,714	\$ 3,240,000	
13	40600 Adult Softball	\$ 29,898.00	\$ 30,000	\$ 40,000	
14	40602 Contract Instructor	\$ 6,408.79	\$ 4,000	\$ 6,000	
15	40701 DT Ranch (House Rental)	\$ 13,500.00	\$ 18,000	\$ 18,000	
16	Bogart Park				
17	40201 Camping	\$ 18,267.18	\$ 30,000	\$ 20,000	
18	40202 Gate Entrance	\$ 31,386.00	\$ 35,000	\$ 35,000	
19	40203 Horse/Dog Entrance	\$ 286.00	\$ 150	\$ 200	
20	40204 Wood Sales	\$ -	\$ 100	\$ 100	
21	40205 Annual Passes	\$ 15,757.00	\$ 14,000	\$ 14,000	
22	40207 Caretaker Rent	\$ 1,400.00	\$ 3,300	\$ 2,400	
23	40208 RV Dump	\$ 960.00	\$ 500	\$ 1,000	
24	40209 Fishing Pass	\$ 10,226.00	\$ 15,000	\$ 10,200	
25	Total Bogart Park	\$ 78,282.18	\$ 98,050	\$ 82,900	
26	Facility Use				
27	40101 Registrations (BYB)	\$ 3,970.00	\$ 5,000	\$ 20,000	
28	40103 Caretaker Rent	\$ 1,000.00	\$ 3,300	\$ -	
29	40106 Equestrian Arena	\$ 2,961.28	\$ 1,000	\$ 2,000	
30	40107 Fields	\$ 2,800.00	\$ 5,000	\$ 5,000	
31	40109 Grange	\$ 10,695.70	\$ 20,000	\$ 15,000	
32	40111 NCCC/Franco Gardens	\$ 8,851.00	\$ 20,000	\$ 15,000	
33	40112 Park	\$ 150.00	\$ 500	\$ 200	
34	40113 RV Space	\$ 80,731.75	\$ 100,000	\$ 80,000	
35	40114 Snack Bar (BYB)	\$ 16,499.13	\$ 10,000	\$ 12,000	
36	40115 Thunder Alley Racetrack	\$ 8,482.45	\$ 5,000	\$ 7,200	
37	40117 24B Station	\$ 440.00	\$ 1,200	\$ 1,200	
38	40118 Franco Gardens	\$ 75.00	\$ 5,000	\$ 5,000	
39	40119 NCCC	\$ 14,335.00	\$ 5,000	\$ 5,000	
40	40120 Horseshoe Pits	\$ -	\$ 200	\$ 200	
41	40122 Maintenance Shop "C"	\$ 2,700.00	\$ 4,500	\$ 4,500	
42	Total Facility Use	\$ 153,691.31	\$ 185,700	\$ 172,300	
43	Special Events Income				
44	40503 Spring Fling	\$ 1,605.00	\$ 4,000	\$ 4,000	
45	40504 Fishing Derby	\$ 2,200.00	\$ 4,000	\$ 2,000	
46	40505 Movies	\$ 3,000.00	\$ 500	\$ 200	
47	40507 Oktoberfest	\$ 30,811.03	\$ 20,000	\$ 30,000	
48	40508 Parking (BYB/SB)	\$ -	\$ 3,000	\$ 3,000	
49	40509 Tournaments	\$ 21,563.16	\$ -	\$ 30,000	
50	40510 Winterfest	\$ 9,629.00	\$ 10,000	\$ 10,000	
51	40512 Pumpkin Carve	\$ 1,413.00	\$ 2,000	\$ 2,000	
52	40513 Cinco De Mayo	\$ 579.00	\$ 2,000	\$ 10,000	
53	40515 1K/5K Run	\$ 1,030.00	\$ 1,500	\$ -	
54	40516 Beers Brats & Bogart Bash	\$ 421.00	\$ -	\$ 10,000	
55	40517 Cherry Festival	\$ -	\$ -	\$ 25,000	
56	Total Special Events Income	\$ 72,251.19	\$ 47,000	\$ 126,200	
57	Total Income	\$ 2,232,003.66	\$ 2,177,464	\$ 3,685,400	

**Beaumont-Cherry Valley Recreation and Park District
FY 24-25 Balanced Budget**

	Account	FY 23-24 Actual as of: 3/31/2024	FY 23-24 Budget	FY 24-25 Budget Request	Notes
58	Expenses				
59	50411 Equipment Purchases	\$ 22,824.53	\$ 30,000	\$ 44,000	F350/Workman UTX
60	50412 Grounds Equipment	\$ 3,053.67	\$ 10,000	\$ 8,000	
61	50413 Adult Softball Expense	\$ 18,836.15	\$ 18,000	\$ 28,000	
62	50414 Advertising & Publicity	\$ 337.05	\$ 1,000	\$ 1,000	
63	50415 Awards & Recognition	\$ 144.64	\$ 2,500	\$ 1,000	
64	50417 Business Meals	\$ 6,142.25	\$ 7,000	\$ 7,000	
65	50418 Computer Equip & Maintenance	\$ 27,622.77	\$ 32,000	\$ 35,000	
66	50419 Credit Card % Fees	\$ 7,871.70	\$ -	\$ 10,000	
67	50420 Meeting Expenses	\$ 4,051.90	\$ 3,000	\$ 4,000	
68	50421 Safety	\$ 6,657.33	\$ 10,000	\$ 8,000	
69	50423 Signage	\$ 508.37	\$ 2,500	\$ 1,000	
70	50427 Team Building BCVRPD	\$ -	\$ 1,700	\$ 1,000	
71	Bank Fees/Interest				
72	50255 Bank Service Charges	\$ 352.00	\$ -	\$ 500	
73	50256 Bank Checks	\$ 310.32	\$ -	\$ 500	
74	Total Bank Fees/Interest	\$ 662.32	\$ -	\$ 1,000	
75	Board of Directors				
76	50225 Director Fees	\$ 12,300.00	\$ 36,000	\$ 36,000	
77	50226 Training - Strategic Planning	\$ 16,068.32	\$ 25,000	\$ 12,000	
78	50227 Travel and Conference	\$ 5,717.28	\$ 40,000	\$ 20,000	
79	50228 Election	\$ -	\$ -	\$ 15,500	
80	50229 Facilitator	\$ -	\$ 15,000	\$ 12,000	
81	50230 Board Room/Facility IT	\$ 3,321.21	\$ 50,000	\$ 20,000	
82	Total Board of Directors	\$ 37,406.81	\$ 166,000	\$ 115,500	
83	Bogart				
84	50148 Stocking Pond	\$ 8,050.00	\$ 15,000	\$ 15,000	
85	50149 Signage	\$ 475.44	\$ 2,000	\$ 2,000	
86	50150 Computer/IT	\$ -	\$ 2,500	\$ 2,500	
87	50151 Grounds Equipment	\$ 23.99	\$ 1,000	\$ 500	
88	50152 Keys	\$ -	\$ 500	\$ -	
89	50153 Office Supplies	\$ 1,735.00	\$ 1,000	\$ 1,500	
90	50154 Repair & Maintenance				
91	50140 Restrooms	\$ -	\$ 1,000	\$ 2,000	
92	50141 Seed/Fertilizer	\$ -	\$ -	\$ 4,000	
93	50142 Tank	\$ 5,507.69	\$ 2,500	\$ 2,500	
94	50143 Trees	\$ 2,430.00	\$ 15,000	\$ 10,000	
95	50144 Grounds	\$ 19,672.30	\$ 30,000	\$ 15,000	
96	50157 Irrigation	\$ 4,823.45	\$ 2,500	\$ 5,000	
97	50158 Kiosk Gate	\$ 581.02	\$ 3,000	\$ 1,500	
98	50159 Lighting & Electrical	\$ -	\$ 1,500	\$ 5,000	
99	50164 Playground	\$ 1,340.01	\$ 2,500	\$ 1,500	
100	50165 Pond	\$ 1,336.63	\$ 5,000	\$ 6,000	
101	Total 50154 Repair & Maintenance	\$ 35,691.10	\$ 63,000	\$ 52,500	
102	50155 Kiosk - Credit Card Fees	\$ 199.92	\$ -	\$ 500	
103	50166 Well	\$ 14,702.00	\$ 4,000	\$ 8,000	
104	50167 Janitorial Supplies	\$ 5,394.98	\$ 1,000	\$ 4,500	
105	50168 Uniforms	\$ -	\$ 500	\$ 500	
106	50169 Pest Control	\$ 2,280.00	\$ 2,000	\$ 15,000	
107	Professional Services				
108	50147 Weather TRAK	\$ 1,992.00	\$ -	\$ 2,000	
109	50184 Landscape Services	\$ 27,280.00	\$ 45,760	\$ 35,000	
110	Total Professional Services	\$ 29,272.00	\$ 45,760	\$ 37,000.00	
111	Utilities				
112	50160 Electricity	\$ 8,572.65	\$ 15,000	\$ 14,000	
113	50161 Trash	\$ 5,429.52	\$ 8,700	\$ 8,000	
114	50162 Telephone & Internet	\$ 2,049.64	\$ 3,000	\$ 1,500	
115	50163 Water	\$ 4,846.63	\$ 30,000	\$ 20,000	
116	Total Utilities	\$ 20,898.44	\$ 56,700	\$ 43,500.00	
117	Total Bogart	\$ 118,722.87	\$ 194,960	\$ 183,000.00	
118	Contract Services				
119	50170 IT Support	\$ 17,701.49	\$ 29,220	\$ 25,000	
120	50171 Pro Cam (Keyless Entry)	\$ 224.00	\$ -	\$ 7,500	
121	50172 Clean by Design	\$ 12,933.29	\$ 31,000	\$ 25,000	
122	50175 Slugg Bugg	\$ 3,925.00	\$ 3,300	\$ 5,000	
123	50176 Landscaping Service	\$ 35,125.00	\$ 37,440	\$ 50,000	

Beaumont-Cherry Valley Recreation and Park District
FY 24-25 Balanced Budget

	Account	FY 23-24 Actual as of: 3/31/2024	FY 23-24 Budget	FY 24-25 Budget Request	Notes
124	50177 Turf Star	\$ 8,604.90	\$ 12,000	\$ 14,000	
125	50178 Gophix Gopher Control	\$ 17,819.00	\$ -	\$ 30,000	
126	50180 Paychecks Flex	\$ 2,197.15	\$ 2,000	\$ 5,500	
127	50181 Streamline	\$ 3,120.00	\$ 5,040	\$ 3,500	
128	50182 Security	\$ 768.00	\$ -	\$ 20,000	
129	50183 Clover	\$ 1,773.44	\$ 3,000	\$ 4,000	
130	Total Contract Services	\$ 104,191.27	\$ 123,000	\$ 189,500	
131	Dues/Subscriptions/Memberships				
132	50205 CARPD	\$ -	\$ 3,000	\$ 3,000	
133	50206 CSDA	\$ 8,262.00	\$ 7,300	\$ 8,500	
134	50207 The Press Enterprise	\$ 1.00	\$ -	\$ 500	
135	50208 Amazon Prime	\$ 214.37	\$ 200	\$ 500	
136	50211 CalPELRA	\$ -	\$ 410	\$ 500	
137	50212 Chamber Memberships	\$ 80.00	\$ 600	\$ 500	
138	50213 CPRS	\$ 555.00	\$ 1,000	\$ 1,000	
139	50214 NRPA	\$ 180.00	\$ 900	\$ 1,000	
140	50215 GFOA	\$ 160.00	\$ 160	\$ 500	
141	50217 The Record Gazette	\$ 59.95	\$ 60	\$ 500	
142	50218 STMA	\$ -	\$ 400	\$ 1,000	
143	50219 CSMFO	\$ 135.00	\$ 125	\$ 500	
144	50221 PAPA	\$ -	\$ 200	\$ 500	
145	50231 Costco	\$ 120.00	\$ 150	\$ 500	
146	Total Dues/Subscriptions/Memberships	\$ 9,767.32	\$ 14,505	\$ 19,000	
147	Equipment Purchases - Buildings				
148	50245 Grange	\$ -	\$ 6,500	\$ 7,000	
149	50246 Maintenance	\$ -	\$ 1,000	\$ 1,000	
150	50247 NCCC	\$ -	\$ 8,000	\$ 8,000	
151	50250 Woman's Club	\$ -	\$ 4,000	\$ 4,000	
152	50248 East Snack Bar	\$ -	\$ 800	\$ 500	
153	50249 Field 6 Utility Building	\$ -	\$ 800	\$ 2,000	
154	Total Equipment Purchases - Buildings	\$ -	\$ 21,100	\$ 22,500	
155	Human Resources/Risk Management				
156	50100 Car Allowance	\$ 4,153.86	\$ 6,000	\$ 11,000	
157	50102 CalPERS - Retirement	\$ 86,930.53	\$ 80,000	\$ 130,000	
158	50103 CalPERS - Unfunded Health	\$ 4,401.24	\$ 3,500	\$ 12,500	
159	50104 CalPERS - Unfunded Retiree	\$ 51,493.10	\$ 120,000	\$ 75,000	
160	50114 Insurance - Liability (Capri)	\$ 103,147.00	\$ 80,000	\$ 110,000	
161	50115 Insurance - Workers comp	\$ 47,884.50	\$ 50,000	\$ 65,000	
162	50116 Payroll Tax Expense	\$ 42,494.35	\$ 35,000	\$ 52,000	
163	50117 Salaries	\$ 1,144,668.02	\$ 1,200,000	\$ 1,352,000	
164	50120 Medical Exam Expense	\$ 1,060.00	\$ 1,000	\$ 1,000	
165	50121 Employee Fingerprinting	\$ 648.00	\$ 1,000	\$ 1,000	
166	50122 Employee (Shoe) Reimbursement	\$ 900.00	\$ 5,000	\$ 2,500	
167	50123 Employee Cellular Reimbursement	\$ -	\$ 1,000	\$ -	
168	50408 Staff Picnic/BBQ	\$ 4,111.07	\$ 12,000	\$ 4,000	
169	50409 Staff Appreciation	\$ 18,638.87	\$ 20,000	\$ 10,000	
170	50410 Employee of the Quarter	\$ 1,400.44	\$ 4,000	\$ 2,000	
171	Employee Training & Seminars				
172	50125 Conferences	\$ 9,825.33	\$ 16,000	\$ 20,000	
173	50126 License Renewal	\$ 150.00	\$ 3,000	\$ 1,600	
174	50128 School Tuitions/Books	\$ 578.25	\$ 8,000	\$ 15,900	
175	50129 Workshops/Webinars	\$ 398.00	\$ 4,000	\$ 4,000	
176	Total Employee Training & Seminars	\$ 10,951.58	\$ 31,000	\$ 41,500	
177	Insurance - Employee's				
178	50105 457 Employee Pension Plan	\$ 1,253.45	\$ 11,500	\$ 17,500	
179	50106 Admin Fee	\$ 138.17	\$ 250	\$ 500	
180	50107 Dental Insurance	\$ 3,277.20	\$ 7,700	\$ 16,000	
181	50108 Disability Insurance	\$ 690.31	\$ 1,000	\$ 1,000	
182	50109 Flex Benefit Plan	\$ 34,307.21	\$ 23,500	\$ 25,000	
183	50110 Health Insurance	\$ 38,038.35	\$ 100,000	\$ 90,000	Family 6 months/single 12 months
184	50111 Accident Insurance	\$ 1,295.92	\$ 3,500	\$ 5,500	
185	50112 Vision Insurance	\$ 506.49	\$ 800	\$ 1,500	
186	Total Insurance - Employee's	\$ 79,507.10	\$ 148,250	\$ 157,000	
187	Total Human Resources/Risk Management	\$ 1,602,389.66	\$ 1,797,750	\$ 2,026,500	
188	Janitorial Supplies				
189	50264 Park/Grounds	\$ -	\$ 1,000	\$ 5,000	

Beaumont-Cherry Valley Recreation and Park District
FY 24-25 Balanced Budget

	Account	FY 23-24 Actual as of: 3/31/2024	FY 23-24 Budget	FY 24-25 Budget Request	Notes
190	50265 Supplies	\$ 31,266.10	\$ 15,000	\$ 25,000	
191	50267 Uniform Expense	\$ 4,080.38	\$ 13,000	\$ 5,500	
192	Total Janitorial Supplies	\$ 35,346.48	\$ 29,000	\$ 35,500	
193	Licenses and Permits				
194	50235 County Health Department	\$ 633.00	\$ 1,500	\$ 1,500	
195	50236 LAFCO Fees	\$ 782.63	\$ 800	\$ 1,000	
196	50239 Music Permit	\$ 435.00	\$ 800	\$ 1,000	
197	50241 Alarm Permit	\$ -	\$ 100	\$ 500	
198	50242 Fish & Wildlife	\$ -	\$ 400	\$ 500	
199	Total Licenses and Permits	\$ 1,850.63	\$ 3,600	\$ 4,500	
200	Office Expenses				
201	50270 Copier Lease	\$ 7,757.87	\$ 10,700	\$ 11,000	
202	50271 Notary	\$ 70.57	\$ -	\$ -	
203	50272 Office Furniture	\$ 11,581.93	\$ 9,000	\$ 10,000	
204	50273 Office Supplies	\$ 9,056.97	\$ 13,000	\$ 10,000	
205	50274 PO Box	\$ 467.00	\$ 430	\$ 500	
206	50275 Recycling/Shredding	\$ 150.00	\$ 300	\$ 500	
207	50276 Postage/Stamps	\$ 613.17	\$ 2,000	\$ 1,000	
208	Total Office Expenses	\$ 29,697.51	\$ 35,430	\$ 33,000	
209	Professional Fee's				
210	50190 Auditing	\$ 47,729.00	\$ 35,000	\$ 35,000	
211	50192 Legal Fee's	\$ 27,085.00	\$ 50,000	\$ 50,000	
212	50196 GASB 68	\$ 1,050.00	\$ 1,050	\$ 1,500	
213	50197 GASB 74/75	\$ 1,530.00	\$ 7,000	\$ 5,000	
214	50198 State Controller's Report	\$ -	\$ 1,500	\$ 1,500	
215	50200 Payroll Processing	\$ -	\$ 9,500	\$ 8,000	
216	50201 Social Media	\$ 36,960.00	\$ 45,760	\$ 46,000	
217	Other Consultants				
218	50203 CPS HR Consulting	\$ 5,382.96	\$ -	\$ 1,000	
219	Total Other Consultants	\$ 5,382.96	\$ -	\$ 1,000	
220	Total Professional Fee's	\$ 119,736.96	\$ 149,810	\$ 148,000	
221	Public Relations				
222	50280 Business Cards	\$ 4,053.61	\$ 2,000	\$ 5,000	
223	50281 Chamber Breakfast/Installation	\$ 7,568.63	\$ 2,000	\$ 8,000	
224	50282 Flowers	\$ 1,387.37	\$ 3,500	\$ 2,000	
225	50283 Flag Program	\$ 75.00	\$ 75	\$ 500	
226	50284 Holiday Cards	\$ -	\$ 1,200	\$ 1,500	
227	50285 Marketing	\$ 549.42	\$ 3,000	\$ 3,000	
228	50286 Rebranding	\$ -	\$ -	\$ 20,000	
229	Total Public Relations	\$ 13,634.03	\$ 11,775.00	\$ 40,000.00	
230	Repairs and Maintenance				
231	50290 Erosion Control	\$ -	\$ 4,000	\$ 4,000	
232	50291 Franco Gardens	\$ -	\$ 2,000	\$ 5,000	
233	50292 Hazardous Material Disposal	\$ -	\$ 1,000	\$ 500	
234	50293 Keys/Locks	\$ 1,586.48	\$ 1,000	\$ 2,000	
235	50294 Lights & Electrical	\$ 150.00	\$ 2,000	\$ 2,000	
236	50295 RV Park	\$ 1,531.23	\$ 2,000	\$ 2,000	
237	50296 Sewer	\$ -	\$ 1,500	\$ 2,000	
238	50306 Dog Park	\$ 1,086.50	\$ 1,000	\$ 1,500	
239	50320 Horseshoe Pits	\$ -	\$ 4,000	\$ 4,000	
240	50330 Tennis/Hockey Courts	\$ 11,088.91	\$ 2,000	\$ 10,000	
241	50331 Bleacher Repairs	\$ -	\$ 2,000	\$ 2,000	
242	Buildings				
243	50298 Equestrian Bldg	\$ 6,690.00	\$ 2,000	\$ 3,000	
244	50299 Grange	\$ 4,045.00	\$ 15,000	\$ 10,000	
245	50300 NCCC	\$ 15,536.12	\$ 10,000	\$ 15,000	
246	50301 Woman's Club	\$ 53,727.62	\$ 2,000	\$ 5,000	
247	50302 DTR Ranch Property	\$ 22,309.35	\$ 1,000	\$ 25,000	
248	50303 East Snack Bar	\$ 900.00	\$ 500	\$ 500	
249	50304 Field 6 Utility Building	\$ -	\$ 500	\$ 8,000	
250	50305 Maintenance	\$ 11,985.00	\$ 2,000	\$ 2,000	
251	50307 Maintenance Shop "C"	\$ 1,200.00	\$ -	\$ 1,000	
252	Total Buildings	\$ 116,393.09	\$ 33,000	\$ 69,500	
253	Field Equipment				
254	50308 Equipment - Fields	\$ 7,583.60	\$ 35,000	\$ 15,000	
255	50309 Fuel	\$ 6,897.15	\$ 10,000	\$ 10,000	

Beaumont-Cherry Valley Recreation and Park District
FY 24-25 Balanced Budget

	Account	FY 23-24 Actual as of: 3/31/2024	FY 23-24 Budget	FY 24-25 Budget Request	Notes
256	50310 Baseball Equipment	\$ 102.50	\$ 10,000	\$ 10,000	
257	Total Field Equipment	\$ 14,583.25	\$ 55,000	\$ 35,000	
258	Grounds				
259	50312 Fertilizer	\$ 545.84	\$ 1,000	\$ 1,000	
260	50313 Irrigation	\$ 2,486.93	\$ 4,000	\$ 4,000	
261	50314 Pest Control	\$ 720.00	\$ 3,000	\$ 2,000	
262	50315 Playground/Grounds	\$ -	\$ 2,500	\$ 2,000	
263	50316 Round-Up/Dye	\$ -	\$ 3,000	\$ 3,000	
264	50317 Sand	\$ -	\$ 1,000	\$ 10,000	
265	50318 Seed	\$ -	\$ 500	\$ 1,200	
266	50319 Soil	\$ -	\$ 500	\$ 500	
267	50327 DG	\$ -	\$ 1,000	\$ 3,000	
268	50328 Grounds - Repair	\$ 25,735.62	\$ 25,000	\$ 22,500	
269	50329 Mulch Ground Cover	\$ -	\$ 400	\$ 500	
270	50338 Tree Trimming	\$ 2,393.54	\$ 15,000	\$ 15,000	
271	Fields				
272	50321 Chalk	\$ 578.26	\$ 800	\$ 3,000	
273	50322 Clay	\$ -	\$ 1,000	\$ 5,000	
274	50323 Field Topper	\$ -	\$ 1,000	\$ 2,000	
275	50324 Quick Dry	\$ 268.60	\$ 1,000	\$ 1,000	
276	50325 Restroom Repairs	\$ 6,287.05	\$ 2,500	\$ 2,500	
277	50326 Ready Mix Concrete	\$ -	\$ 3,000	\$ 3,000	
278	50332 Conditioner	\$ 1,508.50	\$ 2,000	\$ 2,000	
279	50333 Fertilizer	\$ 545.84	\$ 1,200	\$ 4,000	
280	50334 Gypsum	\$ -	\$ 1,000	\$ 1,000	
281	50335 Seed	\$ -	\$ 2,500	\$ 6,000	
282	50336 Soil Testing	\$ -	\$ 1,000	\$ 1,000	
283	50337 Broadleaf	\$ -	\$ 500	\$ 1,200	Weed and feed
284	50339 Irrigation	\$ -	\$ 3,000	\$ 3,000	
285	Total Fields	\$ 9,188.25	\$ 20,500	\$ 34,700	
286	Total Grounds	\$ 41,070.18	\$ 77,400	\$ 99,400	
287	Total Repairs and Maintenance	\$ 187,489.64	\$ 187,900	\$ 238,900	
288	Special Events Expense				
289	50350 4th of July Celebration	\$ -	\$ 8,500	\$ 1,000	
290	50351 Fishing Derby	\$ 80.34	\$ 13,000	\$ 11,000	
291	50352 Joint Event Expenses	\$ 9,669.03	\$ 18,000	\$ 18,000	
292	50353 Memorial Wall	\$ 543.75	\$ 3,000	\$ 3,000	
293	50354 Movies Under the Stars	\$ 4,451.91	\$ 3,000	\$ 4,000	
294	50356 Oktoberfest	\$ 104,955.96	\$ 70,000	\$ 75,000	
295	50358 Pumpkin Carve	\$ 5,856.82	\$ 5,000	\$ 7,000	
296	50359 Spring Fling	\$ 4,368.56	\$ 6,000	\$ 6,000	
297	50360 Tournaments	\$ 1,407.08	\$ 2,000	\$ 6,000	
298	50361 Welcome Home Vietnam Veterans	\$ 1,035.47	\$ 4,000	\$ 3,000	
299	50363 Winterfest	\$ 31,772.56	\$ 25,000	\$ 30,000	
300	50364 Arbor Day	\$ -	\$ 2,000	\$ 3,000	
301	50365 Beer, Brat & Bogart Bash	\$ 1,013.63	\$ -	\$ 12,000	
302	50367 Misc. City of Beaumont Events	\$ 4,548.00	\$ 2,000	\$ 5,000	
303	50369 Cinco De Mayo	\$ 3,481.95	\$ 20,000	\$ 30,000	
304	50370 1K/5K Run	\$ 808.23	\$ 7,000	\$ 2,000	
305	Total Special Events Expense	\$ 173,993.29	\$ 188,500	\$ 216,000	
306	Telephone & Internet				
307	50400 Telephone/Internet	\$ 7,494.99	\$ 12,000	\$ 10,000	
308	50401 Wireless Phones	\$ 8,098.44	\$ 10,000	\$ 10,000	
309	Total Telephone & Internet	\$ 15,593.43	\$ 22,000	\$ 20,000	
310	Utilities				
311	50390 Electricity	\$ 83,995.30	\$ 107,800	\$ 110,000	
312	50391 Gas	\$ 4,007.28	\$ 11,000	\$ 10,000	
313	50392 Sewer	\$ 556.37	\$ 1,200	\$ 10,500	
314	50393 Trash	\$ 31,106.35	\$ 35,000	\$ 30,000	
315	50394 Water	\$ 31,437.30	\$ 55,000	\$ 48,000	
316	50395 Propane	\$ 2,361.90	\$ 5,000	\$ 4,500	
317	Total Utilities	\$ 153,464.50	\$ 215,000	\$ 213,000	
318	Vehicle Expenses				
319	50375 Chevy	\$ 1,672.49	\$ 2,500	\$ 2,500	
320	50376 Fuel	\$ 7,581.05	\$ 20,000	\$ 15,000	
321	50377 Mileage	\$ 1,624.70	\$ 1,000	\$ 2,000	

**Beaumont-Cherry Valley Recreation and Park District
FY 24-25 Balanced Budget**

	Account	FY 23-24 Actual as of: 3/31/2024	FY 23-24 Budget	FY 24-25 Budget Request	Notes
322	50381 Stage	\$ 275.00	\$ -	\$ 5,000	
323	50382 Trailer	\$ 1,040.00	\$ 500	\$ 1,500	
324	50383 Water Trailer	\$ -	\$ 2,000	\$ 1,000	
325	50384 2019 Chev. Traverse	\$ 2,675.08	\$ 2,000	\$ 2,500	
326	50385 Ford - F150 XLT	\$ 435.83	\$ 2,000	\$ 2,000	
327	Total Vehicle Expenses	\$ 15,304.15	\$ 30,000	\$ 31,500	
328	Total Expenses	\$ 2,717,301.23	\$ 3,308,030	\$ 3,685,400	
329	Net Balanced Budget	\$ (485,297.57)	\$ (1,130,566.03)	\$ -	



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.3**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: January 10, 2024

Subject: Approval of Reimbursement Agreement between BCVRPD and the City of Beaumont for \$100,000

Background and Analysis:

The Beaumont-Cherry Valley Recreation & Park District is hosting the 104th Annual Cherry Festival at Noble Creek Regional Park from May 30th – June 2, 2024. The Cherry Festival Association receives an annual \$100,000 sponsorship from the City of Beaumont for the Cherry Festival.

On April 16, 2024, General Manager Mickey Valdivia requested a sponsorship from the City to help with infrastructure improvements to make the park more suitable for the events. These projects include ramps and parking for better ADA accessibility. The City Council offered to reimburse the District up to \$100,000 to cover costs associated with ADA projects, pedestrian ingress and egress gates, consulting services, and other California Building Code requirements necessary to earn a Special Event Permit.

Fiscal Impact:

The District will receive a reimbursement of up to \$100,000 from the City of Beaumont for applicable costs associated with projects that improve the facilities for the Cherry Festival.

Recommendations:

Staff recommends that the Board review, discuss, and permit the General Manager to enter into the Agreement for Reimbursement with the City of Beaumont for \$100,000.

Respectfully Submitted,

Deidre Chatigny

Human Resource Administrator/Clerk of the Board

This Agreement for Reimbursement (“Agreement”) is made and entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“District”) and the City of Beaumont, California (“City”). District and City may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The District is the owner of that certain real property known as Noble Creek Park located within the City of Beaumont, County of Riverside, California, the address being 390 Oak Valley Parkway, Beaumont, CA 92223, and as depicted at Exhibit A attached hereto and incorporated herein by this reference (“Property”).

B. The Cherry Festival Association desires to hold the Cherry Festival from May 30, 2024 through June 2, 2024 at the Property.

C. The City has placed several conditions of approval on the City’s Special Event Permit including necessary changes to the Property, including constructing an Americans with Disabilities Act (“ADA”) ramp/walkway, constructing seven (7) additional handicap parking spaces, adding new fire lanes and pedestrian ingress and egress gates, and other California Building Code requirements (the “Project”).

D. A depiction of the Property and the Project improvements are found at Exhibit A, attached hereto and incorporated herein by this reference. The locations and scope of the improvements are subject to change in order to meet the satisfaction of the City.

E. The City has offered to reimburse the District up to \$100,000 for the Project to covers the District’s costs, including consulting services related to executing the Project.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the District and the City mutually agree as follows:

1. Incorporation of Recitals. The Parties agree that the recitals above are true and correct and are incorporated herein by this reference.

2. Term. The term of this Agreement shall commence on the date that this Agreement is approved by the Beaumont City Council and fully executed by the Parties (“Effective Date”) and continue through October 31, 2024.

3. Termination. This Agreement shall automatically terminate upon either completion of the construction items listed in Exhibit “A” or October 31, 2024, whichever occurs first. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement, with or without cause, upon 20 days written notice. In the event that the City terminates this Agreement without cause, the City will pay for any authorized reimbursable Project work completed prior to the notice of termination being issued, but in no event shall the City’s contribution and/or liability to the Project exceed the sum of \$100,000.

4. Force Majeure. Neither the District nor the City shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the District's or the District's contractor's/subcontractor's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Project site; (2) terrorism or other acts of a public enemy; and (3) national or statewide pandemics, epidemics or quarantine restrictions. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Reimbursed Services.

a. The District shall complete the Project before May 30, 2024, in time for the commencement of the Cherry Festival. The Project shall be informally competitively bid by soliciting quotes from various vendors in order to meet the condensed schedule in time for the Cherry Festival. Prevailing wages shall be paid on the Project, in addition to remaining compliant with all other applicable federal, state, and/or local laws. A design-build method may be applied to expedite projects where necessary to complete the Project in time for the Cherry Festival. District shall apply for and obtain permits for the Project improvements from the City of Beaumont. The City will expedite permit processing for the Project.

b. Project costs reimbursable by the City shall not include any reimbursement for District staff time or District fees. The City's contribution shall be used solely for reimbursement of payments to third party contractors and design consultants hired by the District to complete the required improvements for the 2024 Cherry Festival Project as depicted in Exhibit "A." In no event shall the City's contribution and/or liability in connection with the Project exceed one hundred thousand dollars (\$100,000.00).

6. Reimbursement. The District shall provide to the City receipts of its reimbursable Project costs. Within thirty (30) days of receiving the District's receipts, the City will submit payment to the District to reimburse the District for its reimbursable costs. If there is any disagreement about costs being reasonable or the sufficiency of documentation provided by District, City may request a meet and confer, but in no event shall the City have any obligation to reimburse the District for a cost/expense that the City disputes or deems not to have been an authorized or reimbursable Project expense/cost.

7. Assignment. This Agreement shall not be assigned in whole or in part, without the prior written consent of both Parties.

8. Interpretation. This Agreement is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California.

9. Notice. All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such Notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such Notices shall be deemed made when sent by email; personally delivered; or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

CITY OF BEAUMONT
560 E 6th St
Beaumont, CA 92223

Attention: City Manager

DISTRICT:

390 Oak Valley Parkway
Beaumont, CA 92223

Attention: General Manager

10. Governing Law. This Agreement shall be governed by the laws of the State of California.

11. Jurisdiction & Venue. Any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Riverside, California. The District and City each consent to the personal jurisdiction of the court in any such action or proceedings.

12. Entire Agreement; Modification. This Agreement represents the entire integrated Agreement between the District and the City related to the subject of cost reimbursement pertaining to the Project, and supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the Parties. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both Parties.

13. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the District and the City both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

14. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

15. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at

least one (1) copy hereof shall have been signed by both Parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The Parties hereto hereby agree that electronic signatures are acceptable and shall be the same force and legal effect as original wet signatures.

16. Authority. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

[SIGNATURES TO FOLLOW DIRECTLY BELOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement the _____ day of _____, 2024.

**BEAUMONT-CHERRY VALLEY
RECREATION AND PARK DISTRICT:**

Mickey Valdivia, General Manager

CITY OF BEAUMONT:

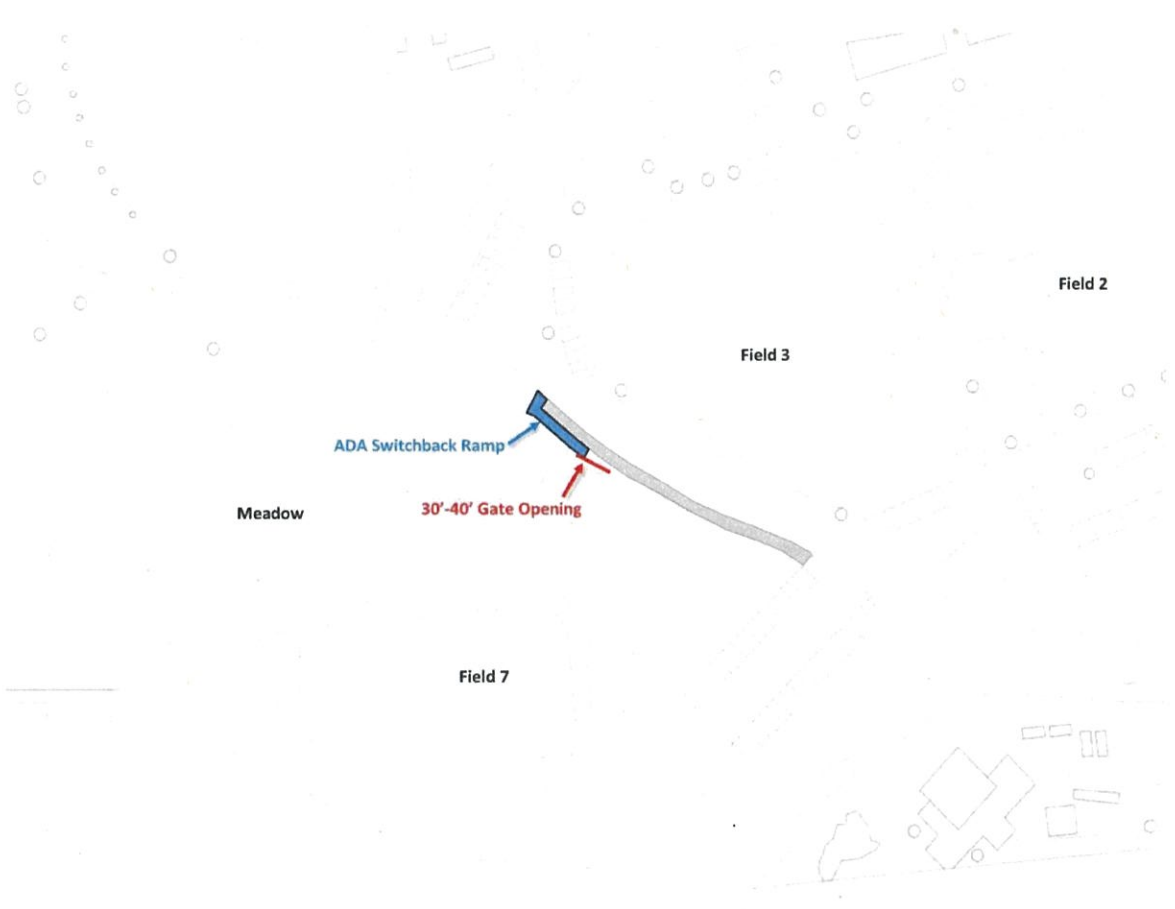
Elizabeth Gibbs, City Manager

ATTEST:

City Clerk

EXHIBIT A

DEPICTION OF PROPERTY AND PROJECT IMPROVEMENTS





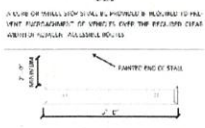
ADA SIGNAGE

1. SIGNAGE ON OR NEAR STALLS FOR ON-STREET PARKING SHALL BE PLACED IN THE VISUAL FIELD OF VISORS WITH PHYSICAL BARRIERS AS FOLLOWS:
 - a. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.
 - b. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.
2. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.
3. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.
4. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.

CONSTRUCTION NOTES

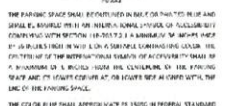
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CONCRETE SIGN STOPS



NOTE:
1. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.

HANDICAP PARKING STALL STRIPS



NOTE:
1. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.



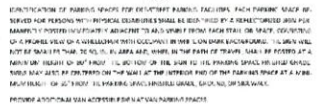
NOTE:
1. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.

ACCESSIBLE INTERNATIONAL SYMBOL



NOTE:
1. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.

ACCESSIBLE PARKING SIGNAGE



NOTE:
1. SIGNAGE SHALL BE PLACED ON THE SIDE OF THE STALL OR A WALL OR FENCE WITH OCCUPANCY, IF POSSIBLE, INDICATING THE DIRECTION OF THE STALL OR THE SIDE OF THE STALL TO WHICH THE STALL IS TO BE USED.



NOTE:
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NOBLE CREEK REGIONAL PARK
ADA PARKING STALL DETAIL
APRIL 9, 2024
EXHIBIT 2





Staff Report

TO: City Council
FROM: Elizabeth Gibbs, City Manager
DATE: April 16, 2024
SUBJECT: Discussion and Direction on Sponsorship of the 2024 Cherry Festival

Description Strategic Plan Level 3, Target 1, Goal 3

Background and Analysis:

The 2024 Cherry Festival is scheduled for May 30th-June 2nd to be held at their new venue, Noble Creek Park on Oak Valley Parkway.

For the past several years, the City has sponsored the Cherry Festival event in the amount of \$100,000, in addition to other in-kind services such as fee waivers on Police Department personnel assigned to the festival. The current fiscal year adopted budget includes a line item for a Cherry Festival sponsorship of \$100,000.

Cherry Festival Association Annual Financial Statements

On December 6, 2022, staff brought forth an item for City Council review of a \$100,000 sponsorship of the 2023 Cherry Festival. During the item, Council also discussed financially supporting an audit of the Cherry Festival Association's financial records from 2022. Specifically, Council committed to paying 75% of the auditor's fees. The Cherry Festival Association chose Jeannette L. Garcia & Associates, CPA to conduct the audit for the year ending December 31, 2022.

In 2023, the Cherry Festival retained Jeannette L. Garcia & Associates, CPA again to perform the year ending December 31, 2023, audit (Attachment A).

The purpose of the attached DRAFT Audit was to:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining,

on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cherry Festival Association's internal controls. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in the auditor's judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cherry Festival Association's ability to continue as a going concern for a reasonable period of time.

At the conclusion of the audit process the auditor stated, "In our opinion, based on our audit, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Cherry Festival Association, as of December 31, 2023, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America."

Request for Sponsorships

Cherry Festival Association

On March 29, 2024, the Cherry Festival Association submitted the required Special Event Permit application (PLAN2024-034) and staff scheduled the application for Design Review Committee on April 4, 2024. Included with the application was a request for a fee waiver of the \$5,000 deposit per the fee scheduled.

Additionally, the Cherry Festival Association is requesting all or a portion of the auditor's invoice in the amount of \$3,605 be subsidized by the City.

Finally, as has been previously approved by Council, the Cherry Festival Association is requesting a waiver of all Police Department fees, which staff estimates to be \$57,000 for the 2024 festival.

Beaumont Cherry Valley Recreation and Park District

Staff has met with BCVRPD multiple times in recent months to assist in facilitating a smooth transition from Stewart Park to Noble Creek Park for the Cherry Festival event.

Several of the conditions of approval placed on the Cherry Festival through the Special Event Permit application process include necessary changes to the park site, including an ADA ramp/walkway and additional handicap parking. The costs to the BCVRPD are estimated to be \$50,000. BCVRPD staff approached City staff requesting the City's financial assistance to aid in completing two ADA projects at the park.

An additional request was received from BCVRPD to borrow several pieces of equipment necessary for the safety of the public, including barricades, traffic LED signage, temporary stop signs, A-frame sign holders, cones, and a water trailer for dust control. City estimates that amount to rent these items is approximately \$6,000.

Fiscal Impact:

The sponsorship of the Cherry Festival in the amount of \$100,000 is included in the current fiscal year budget. Additionally, should Council waive the Police Department fees, those expenses would be absorbed in the Department's budget. All other requests for fee waivers, sponsorships, and rentals have not been programmed in the adopted budget and would require a budget adjustment.

Recommended Action:

Approve a sponsorship of the 2024 Beaumont Cherry Festival event in the amount of \$100,000 through a reimbursable agreement between the City and Beaumont Cherry Valley Recreation and Park District to reimburse the District for construction project costs associated with the 2024 Cherry Festival in a not-to-exceed amount of \$100,000; and

Deny all other requests for sponsorship, reimbursement, and fee waivers.

Attachments:

- A. DRAFT Financial Audit
- B. Email dated April 10, 2024 from BCVRPD
- C. Email attachments



Staff Report

Agenda Item No. **10.4**

To: Board of Directors
From: Nancy Law, Executive Assistant
Via: Mickey Valdivia, General Manager
Date: May 8th, 2024
Subject: Approval of HCN Bank Line of Credit

Background and Analysis:

Currently, Beaumont-Cherry Valley Recreation and Park District have been receiving and applying for grant funding which the District often has to pay upfront for the project before the funding is reimbursed. Example would be the \$100,000.00 we received from the City of Beaumont for Cherry Festival upgrades we would pay upfront for the projects out of the line of credit while we wait for the reimbursement from the City.

Moreover, staff is working hard on replenishing the Reserve funds we reached out the HCN Bank to get details on opening a Line of Credit with them to be used for the upfront funding of our grants, below is the breakdown of the Line of Credit they are offering.

- The District would give collateral of 2.0 Acres of Danny Thomas Ranch (house property only)
- Line of Credit Amount: \$200,000.00
- Interest Rate: 8.500%
- Floor rate: 6.25%
- Term: 12-Months
- Interest only: 12-Months
- Loan Fee, documentation and Underwriting fees waived (due to our banking relationship)
- Third party fee for loan secured with real estate is estimated between \$2,200 - \$2,500.

Recommendations:

Staff and Finance Committee recommend approving Resolution #2024-02 authorizing a Line of Credit with HCN Bank as offered, for the use of upfront funding of our grants.

Fiscal Impact:

The operating account #10005 will be impacted by the third-party fee of \$2,200 - \$2,500, and the monthly payments will vary upon use and interest fees incurred and reimbursements from the grants.

Respectfully Submitted,


Nancy Law
Executive Assistant



RESOLUTION NO. 2024-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT
APPROVING THE OPENING OF A LINE OF CREDIT AT HCN BANK.**

WHEREAS, the Beaumont-Cherry Valley Recreation and Park District (“District”) is authorized to open a Line of Credit at HCN Bank: and

WHEREAS, it is the desire of the Board Of Directors to establish a Line of Credit of \$200,000.00 at HCN Bank.

NOW, THEREFORE, the Board of Directors of the Beaumont-Cherry Valley Recreation and Park District does hereby resolve as follows: a Line of Credit of \$200,000.00 to be established at HCN Bank.

PASSED AND ADOPTED at a Meeting of the Board of Directors of the Beaumont-Cherry Valley Recreation and Park District held on this 8th day of May 2024.

ATTEST:

Chairman
Beaumont-Cherry Valley Recreation and Park District

Clerk of the Board
Beaumont-Cherry Valley Recreation and Park District



BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.5**

To: Board of Directors
From: Nancy Law, Executive Assistant
Via: Mickey Valdivia, General Manager
Date: May 8th, 2024
Subject: Approval of Procurement Policy

Background and Analysis:

In 2001 Article 53.5 Recreation and Park Districts [20819 – 20815.5] was added by Stats. 2001, Ch. 15, Sec. 2.) the provisions of this article shall apply to contracts by recreation and park districts as provided in the Recreation and Park District law, Chapter 4 (commencing with section 5780) of division 5 of Public Resources Code.

On January 31st, 2007 the Board of Directors approved Resolution 2007-18 approving and adopting a Bidding Policy for Public Works Projects that the District General Manager has authority to award contracts for new construction estimated to cost less than twenty-five thousand dollars (\$25,000.00).

Staff is recommending a policy to procure Materials, supplies, equipment, services, bidding and approval of contracts as listed. In addition, establish certain delegations of Authority for the General Manager to execute such contracts.

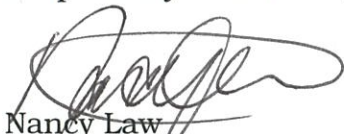
Recommendations:

Staff recommends that the Board review, comment and approve the Procurement Policy.

Fiscal Impact:

There is no fiscal impact to the District.

Respectfully Submitted,



Nancy Law
Executive Assistant



Beaumont-Cherry Valley Recreation and Park District

Policy and Procedures

Policy Section: Operations – 7000

Policy #: 7000-30

Policy Title: Procurement Policy

Purpose

The purpose of the Beaumont-Cherry Valley Recreation and Park District (“District”) Procurement Policy is to establish policies and procedures applicable to procurement of materials, supplies, equipment, services, bidding and approval of contracts related to the construction of improvements to, new or existing, District structures, buildings or facilities projects and other capital improvements (“Projects”), including maintenance, pursuant to Government Code Section 54202. In addition, to establish certain delegations of authority for the General Manager to execute contracts and does not apply to operating expenses such as payroll, utilities, and employee benefits.

Policy

The Board of Directors delegates to the General Manager the authority to execute contracts as follows without prior approval from the Board.

- I. Contracts for the procurement of materials, supplies and equipment, including vehicles (“Goods”) up to \$35,000 without advertising for bids. Including cooperative purchasing as set forth in Section X.

For items where the cost exceeds \$35,000 up to \$50,000, the General Manager shall solicit at least three (3) quotes (where possible) from qualified vendors and shall determine which vendor provides the best value, considering quality as well as price. If the item is not readily available or a specific type is required to fit with existing District equipment, the General Manager shall note the justification for sole source acquisition as set in Section X. The General Manager shall report the approval of the contract to the Board.

- II. Contracts for serves to perform maintenance or construction work up to \$35,000 without advertising for bids.

For Contracts above \$35,000 up to \$50,000, the General Manager shall solicit at least three (3) quotes (where possible) from qualified vendors and shall determine which vendor provides the best value, considering quality as well as price. If at least two quotes are not received, the General Manager shall note the justification for sole source acquisition as set in Section X. The General Manager shall report the approval of the contract to the Board.

- III. Contracts for other services, not including professional services described in subsections II and IV in this policy, up to \$35,000 without advertising for bids.

For Contracts above \$35,000 up to \$50,000, the General Manager shall solicit at least three (3) quotes for the work (where possible) from qualified vendors and shall determine which vendor provides the best value, considering quality as well as price. If at least two quotes are not received, the General Manager shall note the justification for sole source acquisition as set in Section X. The General Manager shall report the approval of the contract to the Board.

- IV. Professional services up to \$35,000. Professional services by law do not require bidding, however, the selection of private architectural, landscape architectural, engineering, land surveying or construction project management firms shall be based on demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required.

For such contracts above \$35,000 up to \$50,000, the General Manager shall solicit proposals from at least three (3) consultants and based on proposals received, shall determine which consultant provides the best value, has demonstrated competence and experience in the type of services required. If at least two proposals are not received, the General Manager shall note the justification for sole source procurement as set in Section X. The General Manager shall report the approval of the contract to the Board.

- V. Emergency contracts as further specified below in Section X. without advertising for bids and with no limits on amount.
- VI. In addition to the authority to execute maintenance, construction or professional services as set in Section IV, the General Manager shall have the authority to approve increases in all such contracts up to 10% of the contract amount. All such changes shall be reported to the Board.
- VII. The policies and procedures provided in this Policy are summarized below:

Purchase Limit	Minimum Number of Quotes/Gids Sought	Form of Quotes/Bids	Approval Authority
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I. Goods – materials, supplies & equipment

Up to \$35,000	Not required	Verbal or Written	General Manager
Over \$35,000 up to \$50,000	3	Written	General Manager
Over \$50,000	3	Written	Board
Over \$50,000 and for materials, supplies & equipment for use in any new construction or improvement.	Advertise for all bids as provided in Section X	Formal in Written Form	Board

II. Services for maintenance or construction work

Up to \$35,000	Not required	Verbal or Written	General Manager
Over \$35,000 up to \$50,000	3	Written	General Manager
Over \$50,000	Advertise for all bids as provided in Section X	Formal in Written Form	Board

III. Other Services

Up to \$35,000	Not required	Verbal or Written	General Manager
Over \$35,000 up to \$50,000	3	Written	General Manager
Over \$50,000	3	Written	Board

IV. Professional Services

Up to \$35,000	Not required	Verbal or Written	General Manager
Over \$35,000 up to \$50,000	3	Written	General Manager
Over \$50,000	3	Written	Board

V. Emergency Goods and Services

No limitation	Not required	Verbal or Written	General Manager with notice to Board at next meeting.
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VIII. All contracts over \$35,000 and up to \$50,000, along with their price, shall be reported to the Board at the earliest practicable time after the contract has been executed.

IX. Bidding and Procurement Procedures for Public Construction Improvements of Work Estimated to Cost more than \$50,000.

Where any improvements or unit of work is estimated by the General Manager to cost more than \$50,000 or the procurement of the materials and supplies for use in any new construction work or improvement will cost exceeds \$50,000, the District shall award the contract to the lowest responsible bidder(s) and in compliance with the following bidding procedures and:

- a. The work may be performed in one or more contracts and the call for bids shall state whether the work shall be awarded as a single unit or divided into severable parts.
- b. The call for bids shall describe the project and shall invite and specify procedures for the submission of sealed bids for such projects. The call for bids shall describe how to obtain information regarding the project in order to submit such a bid and shall specify the deadline for submission of bids and the time for their opening.
- c. The District shall advertise the work by publishing the call for bids three (3) times in a daily newspaper of general circulation printed and published within the District boundaries or two (2) times in a weekly newspaper of general circulation printed and published within the District boundaries.
- d. At the time set for the opening of bids, the General Manager or District Representative shall open and review all bids and shall determine which is the lowest responsible bidder(s).
- e. Contract(s) with the lowest responsible bidder(s) shall be approved by the Board prior to execution.
- f. For any public works or improvement contracts, the Board shall require the successful bidder(s) to file with the Board for its approval good and sufficient labor and materials and faithful performance bonds in compliance with Civil Code Section 9000 et seq.
- g. The Board may reject any and all bids and may perform the work by force account or by contracting in the open market or may acquire the materials and supplies in the open market.
- h. In the event no bids are received, the Board may direct the General Manager to rebid the project or may proceed under section (IX.g.)
- i. Construction change orders may be approved by the General Manager without prior approval of the Board of Directors in amounts up to 10% of the contract cost. In such a case, the General Manager shall inform the Board of this action at the earliest practicable time. Change orders for more than 10% of a contract price must be approved by the Board of Directors prior to execution.

X. Exceptions

- a. Emergency condition. An emergency is defined as a breakdown in machinery or equipment resulting in the interruption of an essential service, or threat to public health, safety, or welfare. In the case of an emergency requiring the immediate purchase of supplies, materials, equipment or contractual services, the General Manager hereby is authorized to secure in the open market, without bidding, at the lowest obtainable price, any supplies, materials, equipment or contractual services required, regardless of the amount of the expenditure and to report such action to the Board at its next meeting, in compliance with Public Contract Code Section 22050.
- b. Limited availability/sole source. Occasionally, required supplies, material, equipment, or services are of a proprietary nature, or are otherwise of such specific design or construction, or are specifically desired for purposes of maintaining cost effective system consistency, as to be available from only one source. After reasonable efforts to find alternative suppliers, the General Manager may make or may recommend making the purchase from the sole source.
- c. Cooperative purchasing. The District shall have the authority to join with other public jurisdictions in cooperative purchasing agreements or to buy directly from a vendor at a price established by competitive bidding by another public jurisdiction in substantial compliance with this policy, even if the District has not joined with the public agency in a formal agreement. The District also may purchase from the United States of America or any state, municipality or other public corporation or agency without following formal purchasing procedures as defined in this policy.

XI. Review

The Board of Directors will review this policy annually.



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.6**

To: Board of Directors

From: Ryann Flores, Activities Coordinator

Via: Mickey Valdivia, General Manager

Date: May 8, 2024

Subject: Approval of Location and Name Change of Bogart Boots, Brews, and BBQ Event

Background and Analysis:

This is the 2nd year that the Beaumont-Cherry Valley Recreation and Park District has hosted this event. As there is another group renting out Bogart Regional Park for the weekend of August 30th and August 31st, we request that the Bogart Boots, Brews, and BBQ event be moved to Noble Creek Regional Park. We are also requesting that the event's name be changed from "Bogart Boots, Brews, and BBQ" to "Boots, Brews, and BBQ Bash" to coincide with the location change.

Fiscal Impact:

There will be no fiscal impact.

Recommendations:

Staff recommends that the Board review, comment, and approve the location and name change for the Bogart Boots, Brews, and BBQ event for the year 2024.

Respectfully Submitted,

A handwritten signature in black ink that reads "Ryann Flores".

Ryann Flores
Activities Coordinator



Department Report

Agenda Item No. **11.1**

To: Chairman and Board of Directors

From: Deidre Chatigny, Human Resources Administrator
Ryann Flores, Activities Coordinator

Date: May 8, 2024

Subject: April 2024 Department Updates

Report:

Athletic Facilities Coordinator, Noah Valdivia:

- Our 2024 adult softball winter seasons have ended.
- The District hosted our first annual St. Patrick's Day Tournament with a total of 8 teams. It was a great success!
- The baseball and softball summer clinics are ready to go. On June 12th, June 19th, June 26th, and July 10th we will have Derrel Thomas and others out to put on an amazing clinic for our Foundation.
 - The age groups are 8-13 and it costs \$75.00 per child.
 - The June 19th and July 10th dates will also include a softball clinic for any girls that would like to participate.

Activities Coordinator, Ryann Flores:

- The District would like to thank the public for donating 16 trees for Arbor Day, in addition to 1 donated by Supervisor Gutierrez's office and 4 by the Cherry Festival Association.
- Fiesta de Mayo was this past weekend and was a great event. I appreciate all staff for their help.
- The Memorial Wall Dedication will be held on Saturday, May 18th in the Noble Creek Regional Park quad.

Assistant Maintenance Superintendent, Aaron Morris:

- Maintenance staff worked with our contractors to prepare the pathways along the first base side walkway of field 1.
- CDF came through to perform a massive weed abatement job to clean up the southern part of Noble Creek Park.

Human Resources Administrator/Clerk of the Board, Deidre Chatigny:

- As of today, (72%) of the staff and (100%) of the Board have completed AB 1825 Sexual Harassment Avoidance Training.
- The District has 33 employees. Personnel changes include:
 - o New/Pending Hires:
 - Sarah Salzman – Special Projects Associate
 - Matthew Garcia – Casual Recreation Assistant
 - Jose Gloria – PT Maintenance I and Camp Host
 - o Resignations/Terminations:
 - Ralph Keaton

- Alfred White
- It has been 830 days since our last employee accident.

Community/Networking:

- Good Morning Beaumont Breakfast: Ryann Flores, Deidre Chatigny, Nancy Law, Noah Valdivia
- Calimesa Chamber Breakfast: Ryann Flores, Deidre Chatigny, Nick Hughes
- Banning Chamber Breakfast: Ryann Flores, Noah Valdivia
- Lions Club Golf Tournament: Kaylee Gemmell, Ryann Flores, Deidre Chatigny, Nick Hughes
- San Gorgonio Pass Water Agency Board Meeting: Mickey Valdivia

Upcoming Events:

- Good Morning Beaumont Breakfast – Friday, May 10th
- San Gorgonio Pass Water Agency Board Meeting – Monday, May 13th, 1:30p.m.
- Calimesa Chamber Breakfast – Tuesday, May 14th
- Banning Sunrise Breakfast – Wednesday, May 15th
- Memorial Wall Dedication – Saturday, May 18th
- Memorial Day (Office Closed) – Monday, May 27th
- 104th Annual Cherry Festival – Thursday, May 30th – Sunday, June 2nd

Respectfully Submitted,



Deidre Chatigny

Human Resources Administrator/Clerk of the Board



Finance Report

Agenda Item No. 11

- The Finance Committee met Monday, May 6th, 2024.
 - Legal Invoices were reviewed.
 - Reviewed 2nd Reading of the FY 2024/2025 Budget
 - Reviewed Procurement Policy
 - Reviewed Line of Credit from HCN Bank
- Property Tax Disbursement – Report for April 2024 – still has not been posted as of 5/3/2024.
- Completed the Transfers
 - Reserve - \$50,000.00
 - Money Market - \$7,500.00
- Finance Department
 - Paid meadow sidewalk labor/materials - \$10,400.00
 - Paid payment #1 of 3 – Election 2022 - \$42,907.66
 - Issued check to PROCAM – final payment for keyless entry - \$25,896.00.
- Vendors
 - No new vendors during this month.
- Request for Proposals
 - **Computers and IT (Acorn Technology) Expires 9/15/2024 – Notice (30) days.**
 - Currently the District has been unsatisfied with this serve and the issues keep arising a few examples:
 - Migration to Office 365 – took (7) months to complete in the contract should take 6 weeks, the explication was because we were so outdated which is also in the contract to keep us current through the years. We were outdated to 2008.
 - Microsoft Surfaces were ordered in March 2023, here is a list of the progress from 7 months.
 - 7/7/2023 – Received – CO #06-24
 - 7/11/2023 – Returned – CO#06-24
 - 7/26/2023 – As about progress of them (no response)
 - 8/9/2023 – was introduced to a New account manager – in the response welcoming our new account manager, I inquired again about the Laptops
 - 8/11/2023 – I received a response from 8/9/2023 informing me they would look into all I'm items I listed.

- 8/24/2023 – As about the progress again, received and email back stating they have received them and they just need to be configured.
 - 9/6/2023 – Inquired on the progress again.
 - 9/7/2023 – was told they just needed to be configured.
 - 9/28/2023 – inquired on the progress of the configuration, was told they would let me know by tomorrow (never got a response)
 - 10/4/2023 – inquired again on the progress, along with asking for help getting the issue with the staff email resolved, because I found out it still was not fixed)
 - 10/5/2023 – No response on the laptops.
- Inconclusion, we have been through (3) Account Managers, each change has been less response to our requests. We are all still unable to connect to the VPN for 3 months and counting, my last email asking for a resolution was met with no response and have issues every day.
- **Equipment Service (Turf Star) No expiration we can cancel at any time.**
 - Currently Maintenance is unsatisfied with this service examples.
 - Mechanics keep changing some with a language barrier causing miscommunication with the Assistant Maintenance Superintendent.
 - Equipment is being serviced Bi-weekly and seems to have issues every time they come to service.
 - Quotes are high and extras are being added.
 - We pay for the parts then are charged to restock the parts.
 - Inconclusion, we have been using this service for several years and feel a change to the service is needed.



Date: April 22, 2024

via Electronic Mail

To: Presiding Officers (c/o Clerks) and General Managers of Independent Special Districts in Riverside County

Re: Results of Special District Selection Committee Election (Eastern Region & Countywide Alternate)

As you are aware, over the past two months the Riverside Local Agency Formation Commission (LAFCO) has been conducting ballot proceedings on behalf of the Special District Selection Committee for election of the Regular Special District Commissioner for the Eastern Region and The Countywide Alternate Commissioner. This election was held by electronic mail balloting for purposes of filling the subject expiring Commission seats. The purpose of this notice is to announce the results of the election pursuant to Government Code Section 56332(f)(6).

Thirty-two (32) valid ballot package responses were returned, exceeding the quorum requirement of twenty-nine (29) ballot packages necessary, therefore validating the election as meeting quorum. However, in some cases, some districts only voted for one or the other Commission position, and not both, but most voted for each. Additionally, several districts did not rank more than one candidate for the Alternate Commissioner, which when applying the Instant Runoff Voting (IRV) process lowers the voting threshold to the vote total for the last two candidates after the IRV process is performed.

The 50% plus one threshold of first ranked votes for the Eastern Region Regular Special District Commissioner was sixteen (16) based on the thirty (30) ballots cast for this position. Note that two districts did not cast any votes for an Eastern Region nominee. The vote for the Regular Special District Commissioner for the Eastern Region resulted in a tie vote and is shown below.

The Special Districts Selection Committee will determine what process will be used to break the tie vote and advise.

LAFCO Regular Special District Member (Eastern):

<u>Candidate</u>	<u>Initial First Place Votes</u>
Bruce Underwood (Coachella Valley Cemetery District)	15
Cástulo Estrada (Coachella Valley Water District)	15

Re: Results of Special District Selection Committee Election
Page Two
April 22, 2024

The threshold of 50% plus one first ranked votes for the Countywide Alternate Commissioner position was not met on the initial balloting, therefore the Instant Runoff Voting (IRV) procedure was applied. The winning nominee for the Alternate Countywide Special District Commissioner is shown following in bold, after the instant runoff voting procedure was applied. The original first ranked vote tally for each nominee for the Countywide Alternate position for all nominees is shown below the final vote tally. Note that three (3) districts did not cast any votes for the Countywide Alternate Special District Commissioner nominees, and four (4) #1 rank votes for nominees that were eliminated through the IRV process were not included in the final tally due to lack of designation of additional nominee rankings by the four (4) districts. Upon conclusion of the IRV process, the nominee with the most #1 ranked votes of the last two remaining nominees is deemed selected.

The winning nominee for the Countywide Alternate Special District Commissioner is shown following in bold. The original first ranked vote tally for each nominee for the Countywide Alternate position for all nominees is shown below the final vote tally.

LAFCO Alternate Special District Member (Countywide):

<u>Candidate</u>	<u>First Place Votes</u>
Harvey Ryan (Elsinore Valley Municipal Water District)	14
Angela Little (Valley-Wide Recreation & Park District)	12

<u>Candidate (Ballot Order)</u>	<u>Initial First Place Votes</u>
Bernard Murphy (Rubidoux Community Services District)	3
Steve A. Pastor (Lake Hemet Municipal Water District)	4
Angela Little (Valley-Wide Recreation & Park District)	6
Harvey Ryan (Elsinore Valley Municipal Water District)	10
Richard Lawhead (Beaumont-Cherry Valley Recreation & Park District)	7

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Gary Thompson
Executive Officer