

Greater Vallejo Recreation District

GVRD promotes wellness and healthy lifestyles
by providing safe parks and innovative and fun
recreation programs for all residents.

BOARD OF DIRECTORS

Rizal Aliga
Ron Bowen
Robert Briseño
Wendell Quigley

GENERAL MANAGER

Gabe Lanusse

In compliance with the Americans with Disabilities Act, Special assistance for participating in this meeting can be obtained by contacting the District Office at 707-648-4604. A 48-hour notification would enable the District to make reasonable accommodations to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II).

Board of Directors Meeting Agenda

Wednesday, June 28, 2023

Administrative Office-Board Room,
401 Amador Street, Vallejo, CA 94590
6:30 p.m. – Special Meeting

Public Comment on Items on the Agenda

If you wish to speak on an item under discussion by the Board of Directors which appears on this Agenda, you may do so upon receiving recognition from the Chairperson of the Board. Please state your name and whether you are speaking as an individual, or are speaking for an organization, in which case, please state the name of the organization. Each individual speaker may speak for up to three minutes, and an individual representing an organization may speak up to five minutes.

1) **Call to Order**

2) **Pledge of Allegiance**

3) **Roll Call**

4) **Approval of Agenda**

5) **Public Comment**

(Note: For matters not otherwise listed on this agenda. The Board of Directors welcomes your comments under this section but is prohibited by State Law from discussing items not listed on the agenda. Your item will be taken under consideration and may be referred to Board of Directors Committee(s) and/or Staff.) To provide an opportunity for all members of the public who wish to address the Board, a time allocation of 3 minutes for each individual speaker and 5 minutes for an individual representing an organization.

6) **Presentation:**

Recognition of Director Ron Bowen for over 7 Years of Service to GVRD (Lanusse)

7) **Committee Updates**

The Chairperson for Ad-Hoc and Standing Committees will provide any updates to the full board.

8) **Consent Calendar**

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that item will be removed from the consent calendar and will be considered separately.

Public Comment

- 8.1 Approve Board Minutes-May 25, 2023-Regular Meeting
- 8.2 Accept Facility and Development Committee Minutes-May 9, 2023
- 8.3 Accept Policies and Personnel Committee Minutes-May 22, 2023
- 8.4 Accept Programs & Publicity Committee Minutes-June 6, 2023

9) Action Items

Public Comment

- 9.1 Approve Lease Agreement with Vallejo City Unified School District for the use of the athletic fields and gymnasium at the former Franklin Middle School Site for a 30-Year Term (Lanusse)
- 9.2 Approve Updates to Policy 3075-Use of Community Centers (Ryans)
- 9.3 Approve Changes to Policy 4060-Committees of the Board of Directors (Legal Counsel)
- 9.4 Approve First Read of New Policy 3073-Cunningham Aquatic Complex Rules and Procedures (Ryans)
- 9.5 Approve 3-Year Memorandum of Understanding between Greater Vallejo Recreation District and SEIU Local 1025 for 2023-2026 (Lanusse)

10) Financials

Public Comment

- 10.1 Approve Financial Statement through 5/31/2023 (Harman)
- 10.2 Approve Payment of Bills 5/1/2023 through 5/31/2023 (Harman)

11) Staff Updates

Public Comment

- 11.1 General Manager
- 11.2 Maintenance Superintendent
- 11.3 Finance Director
- 11.4 Recreation Superintendent

12) Executive Session

Public Comment

12.1 CONFERENCE WITH LABOR NEGOTIATORS; pursuant to Government Code Section 54957.6

Agency Designated Representative: General Manager, Gabe Lanusse

Employee Organizations: International Brotherhood of Electrical Workers Local Union 1245 (IBEW); Service Employees International Union Local 1021 (SEIU)

Unrepresented Employees: Superintendents, Finance Director, Board Clerk, and Human Resources Clerk

12.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION; pursuant to Government Code Section 54957

Title: General Manage

13) Announcements and Comments from Board Members:

14) Meeting Adjourn:



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Greater Vallejo Recreation District Board of Directors

MINUTES

May 25, 2023 – 401 Amador Street

6:30 p.m.

1) **Call to Order:**

Chairperson Briseño called a regular meeting, of the Board of Directors of the Greater Vallejo Recreation District, to order at 6:30 p.m., May 25, 2023, in the Board Room of the Greater Vallejo Recreation District Office, 401 Amador Street, Vallejo, California.

2) **Pledge of Allegiance:**

Chairperson Briseño led the pledge.

3) **Roll Call:**

Present: Chairperson Robert Briseño; Vice Chairperson Wendell Quigley, Secretary Rizal Aliga; Director Ron Bowen

Staff: General Manager, Gabriel Lanusse; Legal Counsel, Andrew Shen (appeared virtually); Recreation Superintendent, Antony Ryans; Maintenance Superintendent, Salvador Nuño; Finance Director, Penny Harman; Board Clerk, Kimberly Pierson

4) **Approval of Agenda:**

Director Quigley offered the motion, seconded by Director Bowen to approve the agenda. Motion passed.

5) **Presentations:**

6.1 Introducing Jacob Roberts, Maintenance Worker (Nuño)

Maintenance Superintendent Nuño introduced Jacob Roberts and congratulated him on passing his employment probationary period.

6) **Public Comment:**

Members of the public may speak on any item not on the agenda but within the jurisdiction of the Board. Items on the agenda can be addressed at the time the matter is taken up. Each speaker is limited to 3 minutes and a spokesperson for an organization is limited to 5 minutes.

None

7) Committee Updates:

The Chairperson for Ad-Hoc and Standing Committees will provide any updates to the full board.

None

8) Consent Calendar

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that item will be removed from the consent calendar and will be considered separately.

Public Comment-None

8.1 Approve Board Minutes-May 11, 2023-Regular Meeting

8.2 Accept Budget and Finance Committee Minutes-May 8, 2023

8.3 Accept Programs and Publicity Committee Minutes-May 9, 2023

Director Quigley offered the motion, seconded by Director Bowen to approve the consent calendar. Motion passed.

9) Financials:

Public Comment-None

9.1 Resolution 2023-02 of the Board of Directors of the Greater Vallejo Recreation District to Adopt the Annual Operating Budget for Fiscal Year 2023-2024 (Harman)

Director Quigley offered the motion, seconded by Director Bowen to approve Resolution 2023-02. Roll Call Vote: Ayes: Briseño, Bowen, Aliga, Quigley; Noes: None; Absent: None. Motion passed.

10) Staff Updates

Public Comment

10.1 Maintenance Superintendent

- Provided an update on the Bid Process for the 395 Amador Project and Hanns ADA upgrades.
- Announced a special event happening at Washington Park this weekend.
- Gave updates on current projects at McIntyre Ranch and Setterquist Park.

10.2 Finance Director

- No updates

10.3 Recreation Superintendent

- Gave updates on the recent Recreation Expo event.
- Thanked the Board Members for coming out to the Jr. Giants Field Dedication.

- Announced a possible partnership with local artist LaRussell.

10.4 General Manager

- Read a certificate provided by Senator Dodd and Assemblyperson Wilson for the field renovations at Wilson Park.
- Provided an update on the status of impact fee currently being held by the City of Vallejo.

11) Executive Session: at 7:00pm Chairperson Briseño convened to executive session.

11.1 Conference with Labor Negotiators; pursuant to Government Code Section 54957.6

Agency Designated Representative: General Manager

Employee Organizations: International Brotherhood of Electrical Workers Local Union 1245 (IBEW); Service Employees International Union Local 1021 (SEIU); unrepresented Employees: Superintendents, Finance Director, Board Clerk, and Human Resources Clerk

11.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION; pursuant to Government Code section 54957

Title: General Manager

at 8:34pm Chairperson Briseño reconvened to regular session and reported the following: **11.1)** Information

given and direction provided, **11.2)** Information given and direction provided.

11) Announcements and Comments from Board Members:

Director Aliga announced the upcoming Pista Sa Nasyon event on June 3rd at the Coal Sheds, and a Skate Competition happening on June 17th at Wardlaw Skate Park in collaboration with GVRD.

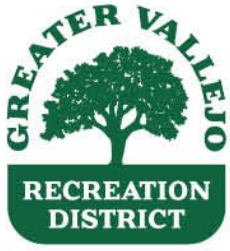
Chairperson Briseño announced that Councilmember Tina Arriola would be open to having a 2+2 Committee and that Councilmember JR Matulac would be open to talking as well.

12) Meeting Adjourn

Director Aliga offered the motion, seconded by Director Bowen to adjourn the meeting at 8:36 p.m. Motion passed.

Rizal Aliga, Board Secretary

Date



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GENERAL MANAGER

Gabe Lanusse

Facility and Development Committee Minutes Tuesday, May 23, 2023 4:00 p.m. Administrative Office-Board Room 401 Amador Street

In attendance: Director Quigley, Director Aliga, General Manager Lanusse,
Maintenance Superintendent Nuno

Meeting began: 4:00 PM

1. Public Comment

No public comment.

2. Franklin Middle School Inspection Report:

Staff presented the building inspection report performed by a company. Staff mentioned that there are some things that need immediate repairs on the roof and the gym floors.

3. McIntyre Ranch Site Structure, Trees, and Infrastructure:

Maintenance Superintendent Nuno reported that the tree contractor is making progress on the removal of the hazardous trees; the barn was red tagged by the City and staff is working with the engineer on updating the barn foundation plans. The plans were submitted to the City and came back with comments. Once they are approved, we will get an engineer's cost estimate. Eventually we would have to work on the cottage building doing the abatement and figuring out what to do with the building. Some of the ideas are to have a staff office or make it an art-show building.

4. Vallejo Community Center Improvements:

Maintenance Superintendent reported that the project including the upgrades on the ADA, new kitchen, and the electrical upgrade is getting close for completion. The electrical upgrade still needs to be done, the panel arrived, and the contractor completed the installation. We are just waiting for PG&E to do the

switchover. Once this is completed, staff will call the City inspector to finalize the inspection. Staff is also working with an engineer on an HVAC design for the Community Center.

5. Dan Foley Artificial Field Replacement:

Maintenance Superintendent Nuno reported that staff continues working with the engineering consultant on finalizing the plans and specifications for the artificial replacement. Recently staff had a meeting with them to discuss the selection of the materials. The committee suggested to be in communication with the field users about these upgrades, so that we can accommodate for them to use other fields during the work of this project.

6. Cunningham Aquatic Complex Restroom Improvements:

Maintenance Superintendent Nuno reported that the bid documents and plans are getting close for the RFP; they should be done in a couple weeks. These improvements include the ADA upgrades on the restrooms and additional restrooms. We were told by the City that they would be making the improvements on the parking lot. Staff continues working on a design of a shade structure on the bleacher area. The committee had a question about the area where there used to be a playground and now there is a sand area, and about adding other amenities. Staff commented that the courts also need to be resurface and a new fencing.

7. Hanns Park Restrooms ADA Upgrades:

Maintenance Superintendent Nuno reported that this project was awarded, and staff is working on the contract. They should start this project soon. This project includes ADA access to the restrooms.

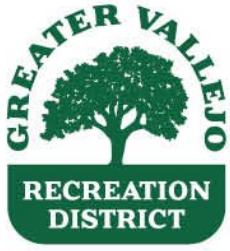
8. 395/401 Amador Street Upgrades:

Maintenance Superintendent reported that the work for the 401 building and the restrooms at 395 building is getting close for completion; staff will be calling the City inspector for this project. The RFP for 395 building will be going out soon since all the bid documents are completed by the engineers. The reason it took a while for 395 building is that we had to hire a company to do asbestos abatement and then the plans were resubmitted to the City for their approval of the revisions.

9. Setterquist Park Improvements:

Maintenance Superintendent Nuno reported that the improvements on the basketball are getting close for completion; staff will be working with the State to get the reimbursement for these improvements.

Adjourned at 5:13 PM



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Policies and Personnel Committee Minutes

Monday, May 22, 2023

9:30 a.m.

Administrative Office-Board Room, 401 Amador Street

In attendance: Director Bowen, Director Briseño, General Manager Lanusse,
Human Resources Clerk Morehouse

Meeting began: 9:34 am

1. Public Comment

N/a

2. Policy 4000-Board Selection

a. Committee recommends no changes.

3. Policy 4010 & RR 4010-Code of Ethics

- a. Committee recommends that there should be consequences to not follow the Code of Ethics.
- b. Committee would like to know what the punishment is for not following the Code of Ethics and if the Committee could remove a Board member. Committee would like for Legal Counsel to investigate this.

4. Policy 4040-Board Officers

- a. Committee recommends adding the word staff to two (2) years' experience and also add experience does not need to be consecutive.
- b. Committee recommends changing in the 4th paragraph the words "shall also" to "may be".
- c. Committee would like clarification to the 4th paragraph 3rd sentence and to only define what the Secretary does.
- d. Committee recommends striking the 3rd sentence in the 4th paragraph.

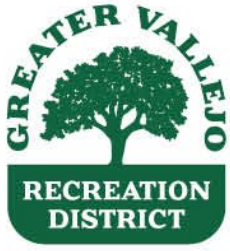
5. Policy 5020-Conduction Board Meetings

- a. Committee suggested to be more specific in the 2nd paragraph 2nd bullet point as this could be open to interpretation.
- b. Committee suggested to add the verbiage "including board members" with "District Employee" in the 2nd paragraph 3rd bullet point .

6. Review Policy Updates Spreadsheet

- a. Committee recommends that staff add page numbers to the spreadsheet.
- b. Committee recommends to separate Policy & Policy Title into two separate columns. This would make it easier to sort.

Adjourned at 10:09 am



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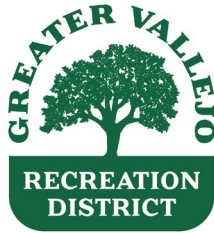
**Programs and Publicity Committee Minutes
Tuesday, June 6, 2023
4:00 P.M.
Administrative Office-Board Room
401 Amador Street**

In attendance: Director Aliga & Quigley, & Superintendent, Antony Ryans

Meeting began: 4:06 P.M.

1. **Public Comment-** No public comment.
2. **Activity Guide (Summer)-** The summer guide is available online and will be delivered to selected homes this month. The public commented on if the guides still go to all the residents in Vallejo. The Directors would like to look into guides going to all the homes in Vallejo.
3. **Aqua Boarding –** The class is going strong and is seeing steadily increased attendance.
4. **Community Events-** Staff is currently working on planning for events taking place during the summer. Band and Brews summer concert series flyer was given to the committee as well. Staff will be present at both the Pista Skateboard event and Juneteenth providing outreach and Youth Services.
5. **Flavor Town Tuesdays-** Flyer was distributed to the Board of Directors and staff promoted the upcoming event, which will be held on June 13th. There will be 13 food vendors at the next event.
6. **Sports Programs/Complex-** The GM is working with the school district on an agreement to lease the gym at the former middle school on Star Street. Prop 68 funds will help with the renovation. Junior Giants season will begin on June 12th. Staff suggested that the District recruitment for FT staff and PT staff to program and operate the sports complex. The Board mentioned that they would discuss this possibility with the GM.
7. **Summer Camps-** Staff provided a summer camp flyer promoting youth summer camp options. All swimming camps are completely full for the summer season, weeks 1-8. Youth camps are filling up quickly as well.

Adjourned at 4:39 p.m.



Agenda 9.1

BOARD COMMUNICATION

Date: June 28, 2023

TO: Board Chairperson and Directors

FROM: Gabe Lanusse

SUBJECT: Approve Lease Agreement with Vallejo Unified School District for the use of athletic fields and gymnasium at the former Franklin Middle School.

BACKGROUND AND DISCUSSION

GVRD had leased a sports center on Mare Island for approximately 9 years. We paid triple net lease of approximately \$8,000 a month, as well as other related expenses to put the monthly expense over \$10,000. Another aspect of the site was that all net revenue was to be put back into the building to make improvements. The property was sold, and the new owners asked GVRD to leave due to the structural integrity of the building. Staff have been trying to identify a similar property, or at least a structure to provide indoor sports on a smaller scale. Franklin Middle School in Vallejo closed about that time and was vacant. The school district had other properties listed for sale, and the discussion regarding Franklin came up. The school district has no intention of selling the property at this time but liked the idea of GVRD renting the gym. As discussions continued, the lower part of the school had athletic fields, and the prospect of GVRD maintaining and scheduling the fields was also discussed. About this time Prop 68 was providing grant money to communities such as Vallejo to improve recreation amenities. GVRD applied for the grant, and included community outreach, our 10-year master plan, and other related material, but the state had limitations on what could be improved, and the gym was not accepted, but the redesign of the sports fields was.

A lease of thirty years with the school district was created, with zero rent. GVRD would have to pay for water, and utilities for the areas we will utilize. As the lease was being negotiated, the aspect of the gym was hindering movement. We moved the gym out of this initial agreement to revisit this at another time. The School District accelerated movement on the Gym and it was included back into the lease. An inspection of the Gym took place, and a report of the conditions from a third party was provided to GVRD. The roof needs to be patched, and the play surface needs to be sanded and polished.

Although this is not a sports complex that will replace Mare Island Sport Center, it is a first step in creating upgraded recreational facilities with play, sports, and community use for the surrounding area.

GVRD is still in the process of grant applications for this site. This would be the first example of repurposing a school site to a park site between GVRD and the VCUSD.

RECOMMENDATION

Approve recommendation to enter into an agreement with the VCUSD for a 30-year lease for the athletic fields, and two portable buildings.

FISCAL IMPACT

There will be no direct payments to the VCUSD in terms of rent, but GVRD will have to pay for water and utilities. Other expenses will be maintenance of the site, staff to schedule programs, fertilizer, irrigation supplies, sports, and field supplies. We have increased staffing after the main effect of COVID, and the location is within our resources to access easily. By contrast, Hiddenbrooke park is a difficult park to maintain due to its proximity to our other parks.

First year startup costs for irrigation will be approximately \$8,000 to include smart irrigation controller, and irrigation. If Grant is not provided. There will also be repairs made to the site at approximately \$26,500 for the gym floor. Paint, roof patch and other repairs would be approximately \$6000. A shared fence would also be added per the diagram, and the cost would be split for the installation. This may occur in the second year. Price is yet to be determined.

The above items would be added to a specific budget for Franklin Sports Center, with a first-year improvement cost not to exceed \$50,000. It is expected that subsequent annual costs would be reduced by half or more. Again, if GVRD receives grant funding, the fields would be closed for about 1.5 years for improvements with costs only being at the gym. Park and facility Staff costs will be approximately \$400 per week. For staffing costs to hover around \$20,000 no additional staff would be brought in. This would be paid out of the general fund. Note- the 10-year master plan includes additional park staff to be brought on. Recreation staffing would be Part-time staff to operate the gym. Gym hours would have fees to be developed for non-profit, for profit, special events, and as well as house GVRD activities. Scheduling would already fall to the recreation sports coordinator.

First year costs will be approximately \$70,000 for the first year, if no grants are received. Costs could be substantially lower if state grant is received.

Difficult to determine indirect benefit to surrounding neighborhood, improved fields for youth and families.

ALTERNATIVES CONSIDERED

Approve

Approve with recommendations.

Reject

Reject with recommendations.

Let the proposal sit with no action taken.

ENVIRONMENTAL REVIEW

N/A

PROPOSED ACTION

Approve

DOCUMENTS AVAILABLE FOR REVIEW

Attachment "A" Draft lease agreement

ATTACHMENT A

FACILITY LEASE

VALLEJO CITY UNIFIED SCHOOL DISTRICT

and

GREATER VALLEJO RECREATION DISTRICT

Franklin Middle School Site

June 1, 2023

FACILITY LEASE

THIS FACILITY LEASE ("**Lease**") is effective as of June 1, 2023 ("**Effective Date**") by and between the VALLEJO CITY UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("**District**"), and GREATER VALLEJO RECREATION DISTRICT, a California Recreation and Park District ("**GVRD**"). District and GVRD may be referred to in this Lease individually as a "**Party**" or jointly as the "**Parties**."

RECITALS

A. District is the owner of certain real property located at 501 Starr Ave, Vallejo, CA 94590, commonly known as the former Franklin Middle School site (the "**Property**"), a portion of which GVRD wishes to lease.

B. The District is willing to lease the gymnasium, portables 79 and 80, and the adjacent Athletic Fields (as defined below), as depicted in **Exhibit A** (referred to herein jointly as the "**Facilities**") for use by GVRD for community recreation purposes under the terms and conditions set forth in this Lease.

C. California Education Code § 17455 authorizes the District to lease property belonging to a school district that is not needed by the District for school classroom buildings, for a term of no more than 99 years. The District has identified that the Facilities are not needed for classroom or other school purposes and that it is in the best interest of the District and the surrounding community to permit recreational use of the Facilities via this Lease with GVRD.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 LEASE

1.1 District hereby leases the Facilities to GVRD and GVRD hereby leases the Facilities from District on the terms and conditions set forth in this Lease. The Parties agree, however, that if GVRD is unable to secure a Proposition 68 Grant ("Grant") for improvements to the Facilities, the Parties agree in good faith to cooperate in revising the applicable portions of this Lease to encompass fewer buildings and/or smaller grounds. Without limitation, in the event that the State does not provide the Grant funding needed for improvements to the Facilities, GVRD may terminate this Lease under Article 12 below.

ARTICLE 2 BASIC PROVISIONS

2.1 **Basic Provisions.** For the convenience of the Parties, certain basic provisions of the Lease are set forth below, subject to the remaining terms and conditions of the Lease.

2.1.1 Address of the Facilities: 501 Starr Ave, Vallejo, CA 94590

2.1.2 (a) Term Commencement Date: June 1, 2023.

(b) Term Expiration Date: May 31, 2053.

(c) Options to Extend: The Parties may by mutual written agreement agree to extend this Lease for multiple additional five (5) year extensions, pursuant to Section 3.3.

2.1.3 Permitted Use: Operation of recreational facilities for community purposes and any other legal use permitted by the policies and procedures of GVRD ("**Permitted Uses**").

2.1.4 Regular School Hours: Unless otherwise provided in this Lease, "Regular School Hours" shall be 7:30am – 4:30pm, Monday through Friday (except for legal and school holidays).

2.1.5 Athletic Fields: the "Athletic Fields" shall consist of the softball and soccer fields and the concession/restroom/storage building, as depicted in Exhibit A.

2.1.6 Address for Notices:

District

Vallejo City Unified School District
665 Walnut Avenue
Vallejo, CA 94592
Attention: Mitchell Romao, Assistant Superintendent of Operations
Email: mromao@vcusd.org
Phone: (707) 556-8921 x50064

With a copy to:
Fagen Friedman & Fulfroost LLP
1525 Faraday Avenue, Suite 300
Carlsbad, CA 92008
Attention: Leslie Lacher, Esq., Sarah Polito, Esq.
Email: llacher@f3law.com, spolito@f3law.com
Phone: (760) 304-6031

GVRD

Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590
Attention: Gabriel Lanusse, General Manager
Email: glanusse@gvrd.org
Phone: (707) 648-4603

With a copy to:

Renne Public Law Group
350 Sansome Street #300
San Francisco, CA 94104
Attn: Andrew Shen
Email: ashen@publiclawgroup.com
Phone: (415) 848-7200

2.2 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A - Depiction of Facilities

Exhibit B – Baseline Utility Costs

ARTICLE 3 **TERM**

3.1 Approval of Lease and Effective Date. This Agreement shall be effective as of June 1, 2023 ("**Term Commencement Date**"), subject to approval by the District's governing board and GVRD's governing board.

3.2 Term. The initial term of the Lease ("**Initial Term**") shall be that thirty (30) year period beginning from the Term Commencement Date and ending thirty (30) years after the Term Commencement Date ("**Term Expiration Date**"), unless the Lease is sooner terminated as provided herein. The Parties may by mutual written agreement agree to extensions of the Initial Term for one or multiple additional periods of five (5) years, subject to the provisions of Section 3.3 below.

3.3 Option to Extend. Upon expiration of the Initial Term, provided that GVRD is not in breach of the Lease, the Parties may mutually agree in writing to extend the Lease for multiple additional terms of five (5) years each ("**Extension Terms**"). The Initial Term and all Extension Terms (to be referred to herein jointly as the "**Term**") shall not exceed ninety-nine (99) years.

3.4 Expiration or Early Termination. At the expiration or earlier termination of this Lease, GVRD shall surrender the Facilities free and clear of all liens and encumbrances, other than those, if any, consented to in writing by District. GVRD agrees to execute, acknowledge and deliver to District, at District's request, a quitclaim of all of GVRD's right, title and interest in and to the Property. If this Lease is terminated early, GVRD shall surrender all Facilities free and clear of all liens and encumbrances, but will be provided with priority use of the Improvements, as described in Section 8.4 below.

3.5 Repair. GVRD shall repair any damage to the Facilities caused by GVRD and shall, prior to the expiration or earlier termination of this Lease, restore and return the Facilities in a condition substantially similar to the condition of the Property on the Term Commencement Date, normal wear and tear excepted, and except as otherwise agreed to in writing by the Parties.

ARTICLE 4 **CONSIDERATION/RENT**

4.1 Consideration. The District agrees to lease the Facilities to GVRD in exchange for the District's priority and first right of use of the Facilities for District activities and other District-supported programming, as described in Article 5, at no cost to the District, except as otherwise provided herein. GVRD also agrees to make valuable improvements to the Facilities in exchange for this Lease as described in Article 8.

4.2 Security Deposit. No Security Deposit is required.

ARTICLE 5 **USE**

5.1 Permitted Use. GVRD shall use the Facilities for the Permitted Uses including operation of recreational facilities for community purposes and any other legal use permitted by the policies and procedures of GVRD in its capacity as a public Recreation and Park District, and in accordance with the Recreation and Park District Law (Public Resources Code sections 5780-5796.20).

5.2 Supervision of Minors. At all times during its use of the Facilities, GVRD shall provide appropriate supervision for all minor children participating in GVRD-sponsored activities within the Facilities, including the time immediately preceding and following regularly scheduled activities, on or around the parking lots, or other areas of the Property where participants in such activities are present. Third parties not associated with GVRD that are not invitees of GVRD, and are using the Facilities, will be responsible for the supervision of all minor children using the Facilities associated with that third party's use.

5.3 Fingerprinting Clearance. GVRD agrees to require its employees, contractors and volunteers to comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all individuals who may have contact with District staff and pupils in the course of GVRD's Lease of the Property. The California Department of Justice must determine that none of those employees, contractors or volunteers has been convicted of a felony, as that term is defined in Education Code section 45122.1. GVRD will maintain a complete and accurate list of such cleared individuals who may come in contact with District staff and pupils during the course and scope of this Lease and provide a copy of that list to the District upon request.

5.4 Priority of Use.

5.4.1 District Priority; School Hours. District, or District-authorized educational programs, including but not limited to charter schools, will have priority use of the Facilities for instructional and related purposes during Regular School Hours. Details of District or District-authorized educational program use shall be set forth in a shared facility use schedule to be developed by the Parties by September 1st of each year.

5.4.2 District Priority; Non-School Hours. All requests for use of the Facilities during non-school hours (outside of Regular School Hours) will be granted on a first come, first served basis. If requested more than sixty (60) days in advance of the event, District and District-authorized educational programs will have priority use of the Facilities ("Priority Request"). A Priority Request will trump any other prior request for reservation of the Facilities, except for a GVRD reservation or those reservations that have been pre-paid. GVRD will also work to accommodate District and District-authorized educational program requests made less

than sixty (60) days in advance, as reasonably possible, so long as the space(s) requested are available. If GVRD staff is required to be present for any District or District-authorized educational program events held at the Facilities, District or the applicable District-authorized educational program shall reimburse GVRD for the reasonable costs of such staffing.

5.4.3 PAL Priority. The Vallejo Police Activities League ("PAL") may request use of the Athletic Fields on the Property and will be given priority for such facilities over other requested users (other than District or District-authorized educational programs during regular school hours, or any GVRD or GVRD-authorized programs). PAL and GVRD will cooperate to find a mutually agreeable schedule for shared use of the Facilities. Such schedule will be provided to the District for prior review.

5.5 Emergency Facility. GVRD and the District may agree in writing to permit the Facilities to be used as an emergency facility or emergency shelter. A separate written agreement executed by both Parties will be required to establish such use.

5.6 Parking. GVRD will not be provided with specified parking spaces and may not park on any of the asphalt internal to the school site; provided, however, GVRD may temporarily use (for less than an hour each occurrence) the asphalt/dirt space indicated approximately in blue in **Exhibit A** only to load or unload equipment and supplies. The District and District-authorized educational programs will have exclusive use of all parking spaces on the Property. Except as provided herein, GVRD will use available street parking, or appropriately converted field space (indicated approximately in purple in **Exhibit A**) for parking related to activities, functions or events hosted on the Property.

5.7 Signage. GVRD shall have the right to place signs upon the Property and the Facilities, including the right to install pole signs, monument signs and directional signs on the Property provided such signs are compliant with applicable law.

5.8 Compliance with Laws. GVRD agrees to operate and maintain the Facilities in accordance with the provisions of this Lease and in accordance with all valid laws, ordinances, and regulations of federal, state, county or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time ("**ADA**"). The District attests that as an operational public school site, the Facilities met the relevant ADA standards at construction and/or renovation as applicable. Notwithstanding the District's attestation, GVRD agrees to pay for accessibility improvements in the Athletic Fields depicted in **Exhibit A**. To the extent the District identifies, in its sole discretion, any additional accessibility improvements that are required in other areas of the Property, the District will be responsible for such improvements.

5.8.1 GVRD also agrees to comply with any and all laws, regulations or guidance released by the County of Solano, City of Vallejo, State of California, or the federal government regarding operating modifications and protective procedures required in light of COVID-19, as amended from time to time.

5.8.2 GVRD agrees that it will be responsible for all costs associated with cleaning, maintenance, modified operations or any other expenses required in order to ensure the Facilities are compliant

with the public health COVID-19 requirements referenced in Section 5.8.1, above, and that no such costs will be the responsibility of the District, except that District shall perform, at its own expense, all such cleaning associated with District events and use of the Facilities.

ARTICLE 6 UTILITIES

6.1 Utilities.

6.1.1. Benchmark Costs. During the term of this Lease, GVRD shall pay for utilities and services furnished to the Facilities including but not limited to, telephone, internet connections, electricity, gas, air conditioning, heating, water and other utilities. Utility costs will be charged directly to the District by each utility provider, and the District will pay benchmark costs measured based on the current unoccupied state of the Property. After the District receives the first month of utility bills following GVRD's initial occupancy of the Facilities, the District and GVRD shall meet to set the benchmark costs and to discuss whether to separately meter the Facilities during the Term of this Lease. Any additional utility costs incurred by the District once GVRD occupies the Facilities that exceed the benchmark costs will be invoiced directly to GVRD. GVRD agrees to pay any such invoiced utility costs within thirty (30) days of receipt of the invoice.

6.1.2. Baseline Costs. If the District or a District-authorized educational program begins to jointly occupy the Property, the Parties agree to update the attached **Exhibit B** via an addendum to this Agreement to identify each Party's respective payment of apportioned utility costs which will be prorated based on the percentage of the Property's square footage occupied by each Party.

ARTICLE 7 SECURITY

7.1 Security. GVRD acknowledges that standard security measures for the Property may not be sufficient for protection from damage or losses caused by criminal acts of third parties. District shall not be liable for such damage or losses caused to the Facilities or to GVRD's personal property stored on the Property.

7.2 Fencing. The District agrees to construct, at the joint cost of the Parties, a six (6) foot tall iron fence between the leased Facilities and the remainder of the buildings on the Property, which fence shall be constructed along the border represented in red in **Exhibit A**. Two (2) double-wide drive gates, for vehicle access, that open either direction, with chains and padlocks, shall also be constructed where indicated in blue in **Exhibit A**. All costs and expenses associated with the fence and gates, including the installation, construction, repair, and maintenance of the same, shall be split equally (50% each) between the Parties. The District will construct the fence, gates and other fence accessories described in this Section 7.2 in accordance with all applicable public contracting, prevailing wage and other applicable legal requirements, and will invoice GVRD for one-half the cost of the installation and construction costs and subsequent repair and maintenance cost of the same.

ARTICLE 8
MAINTENANCE, REPAIR, CONSTRUCTION

8.1 Condition of Delivery. District agrees to deliver the Facilities in AS-IS condition and will conduct only minor additional maintenance, repairs or cleaning of the Facilities, at its sole discretion, prior to delivery of such Facilities on June 1, 2023.

8.2 GVRD's Maintenance Obligations. GVRD will be solely responsible for all major and minor repairs and maintenance of the Facilities during the Term of this Lease. This shall include repairs and maintenance of the structural components, roof and exterior of the Facilities. The cost of such repairs and maintenance shall be at GVRD's sole expense. GVRD agrees to pay for costs associated with routine maintenance attributable to its use of the Facilities, including routine custodial and landscaping maintenance costs.

8.3 District's Maintenance Obligations. The District agrees to pay for custodial costs associated with its use of the Property, including such periods of District use as may occur in accordance with Section 5.4 of this Lease. District further shall promptly repair any damage to the Facilities caused by District.

8.4 Construction. GVRD may, at its sole cost and expense, construct such improvements to the Facilities as it deems advisable, for the purpose of facilitating its recreational purposes ("**Improvements**"). GVRD agrees that full legal ownership and title to the Improvements, to the extent such Improvements can be classified as real property or fixtures to the Property, shall vest in the District upon termination or expiration of the Lease; except that if this Lease terminates in certain circumstances, as described further in Article 12, before the expiration of thirty (30) years after the Term Commencement Date, GVRD will be provided priority use of the Facilities, on the same terms as the priority use provided to the District in accordance with Section 5.4.2, for the remainder of that thirty (30) year period.

8.4.1 GVRD agrees to comply with all local, state and federal requirements associated with construction and operation of the Improvements upon the Property and operation of such as a public facility (together, the "**Approvals**"). Such Approvals include, but are not limited to, building permits, compliance with the Field Act, approvals from the Division of State Architect, compliance with accessibility requirements associated with the ADA, and the California Environmental Quality Act ("**CEQA**"). GVRD agrees to serve as the Lead Agency for CEQA purposes in connection with any activity it undertakes on the Property that meets the definition of a "Project" under CEQA. GVRD agrees to pursue the Approvals diligently and to provide the District with monthly status updates regarding the progress of the Approvals and Improvements.

8.4.2 GVRD shall deliver to the District for governing board approval, two (2) sets of preliminary construction plans, specifications, drawings, certifications and CEQA documentation ("**Improvement Plans**"). The Improvement Plans are subject to the District's approval, which shall not be unreasonably withheld or delayed. The District shall communicate approval or disapproval following the next regularly scheduled governing board meeting.

ARTICLE 9
INDEMNIFICATION AND INSURANCE

During the Term of this Lease, the following indemnification and insurance requirements shall be in effect. Either Party, at its sole option, may elect to use a formal program of self-insurance, the insurance program of a joint powers authority, commercial insurance, of a combination thereof to satisfy its insurance requirements.

9.1 Indemnification of District. GVRD shall indemnify, defend and hold harmless the District, its Board, officers, employees, agents and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with GVRD's performance of its obligations under this Lease, GVRD's operation and other acts and/or omissions arising from and/or relating to GVRD's use of the Property and/or the Facilities, or its contact with District staff, pupils, invitees or visitors during the Term and any extensions. GVRD shall indemnify the District from all employment-related claims arising out of any employment relationship between GVRD and its contractors or employees, including claims of misclassification under Labor Code section 2750.5 (regarding the classification of independent contractors versus employees). This Section 9.1 shall survive the termination of this Lease.

9.2 Indemnification of GVRD. The District shall indemnify, defend and hold harmless the GVRD, its Board, officers, employees, agents and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with District's performance of its obligations under this Lease. This Section 9.2 shall survive the termination of this Lease.

9.3 General Insurance – GVRD Requirements. Without limiting GVRD's indemnification of the District and at its own expense, prior to entering the Property and continuing at all times during the Term and any extensions, GVRD shall provide and maintain the following programs of insurance:

- a. **General Liability.** Commercial general liability insurance, on an occurrence basis, insuring GVRD and GVRD's employees, independent contractors, agents and volunteers against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Property and the Facilities operated by GVRD. Such insurance shall be equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than \$5,000,000 per occurrence and \$10,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractors' liability, abuse and molestation liability, public officials' errors and omissions liability, educators' legal liability, employment practices liability, cyber liability, and cross liability protection. The District, its Board of Trustees, and their officers, employees, volunteers, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 26 11 85.

The limits of such insurance may be met by any combination of general liability insurance and following form excess or umbrella liability insurance policies.

- b. **Workers' Compensation.** Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Trustees, and their officers, and employees.
- c. **Automobile Liability Insurance.** Commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering symbol 1, "Any Auto" in an amount not less than \$1,000,000 combined single limit. The District, its Board of Trustees, and their officers, employees, volunteers, and agents shall be named as additional insureds by endorsement.
- d. **Property Insurance.**
 - (1) "Special perils" form real property insurance covering the Facilities including improvements, betterments, and loss of rents or loss of income providing protection against any covered peril included for an amount not less than the replacement cost of said Facilities, including any Improvements thereto. Said policies shall contain a "Replacement Cost" endorsement and shall include deductible amounts acceptable to the District. Said policies shall name the District as an additional insured and loss payee, as its interests may appear.
 - (2) "Special perils" form personal property insurance covering GVRD's personal property on the Property against any peril included in the classification of "Special Form" for an amount not less than 100% of the replacement cost.
- e. **General Provisions:**
 - (1) **Broader Coverage.** If GVRD maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by GVRD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
 - (2) **Evidence of Insurance.** Prior to GVRD's use of the Property, GVRD shall deliver to the District copies or certificates of insurance for the insurance policies required to be obtained in compliance with this Article 9, along with written evidence of payment of required

premiums. At least thirty (30) days prior to expiration of any such policy, GVRD shall deliver to the District a certificate evidencing renewal or a new policy, together with evidence of payment of the required premiums, which shall be filed and maintained with the District annually during the Term.

(3) **Waiver of Subrogation.**

(a) GVRD hereby grants to the District a waiver of any right to subrogation which any property insurer of GVRD may acquire against the District by virtue of the payment of any loss under such insurance. GVRD agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(b) District hereby grants to GVRD a waiver of any right to subrogation which any property insurer of District may acquire against GVRD by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether GVRD has received a waiver of subrogation endorsement from the insurer.

f. **Acceptability of Insurers.** If any of the insurance required by this Section 9.3 is supplied by one or more commercial insurers, such insurance is to be placed with insurers authorized and licensed to conduct business in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent.

g. **Verification of Coverage.** GVRD shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required). At least thirty (30) days prior to expiration of the insurance required herein, GVRD shall furnish to the District renewal documentation. Each required document shall be signed by the insurer or a person authorized by insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required herein, at any time.

h. **Notice of Cancellation.** GVRD shall notify the District in writing within five (5) business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified

mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

- i. **Self-Insured Programs and Self-Insured Retentions.** Any self-insurance program, or self-insured retention must be approved separately in writing by the District's risk manager or designee and shall protect the District, its Board of Trustees, and their officers, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.
- j. **No Limitation of Liability.** The insurance required herein, and the insurance carried by District, shall not be deemed to limit the respective insured Parties' liability related to performance under this Lease. The procurement of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Lease.
- k. **GVRD's Failure to Procure Insurance.** If GVRD fails to procure any coverage require to be maintained hereunder, or renewal thereof, or to provide written evidence of the procurement or renewal thereof on a timely basis, the District may, but is not required to, after having given five (5) working days written notice to GVRD, procure such coverage and charge its cost to GVRD.
- l. **Waiver and Modification.** Any waiver or modification of the insurance requirements herein shall be made in writing and shall be effective only with the written approval of the District's Risk Manager or designee.

9.4 District Insurance Requirements. At all times during the Term, District shall maintain, at District's expense, commercial general liability insurance, on an occurrence basis, insuring District and its employees, agents and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of its use and maintenance of the Property. GVRD, its Board of Directors, and their officers, employees, volunteers, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 26 11 85, as to claims and losses arising out of the Property. Such coverage shall have limits in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

9.5 Disbursement of Insurance Proceeds. All property insurance proceeds recovered on account of damage or destruction of the Facilities ("Proceeds") shall be applied to the payment of the cost of repairing and replacing the Facilities so damaged. If District elects not to reconstruct the Facilities, then either Party may terminate this Lease upon written notice to the other.

9.6 Insurance Priority. The Parties hereby explicitly agree that the District's insurance policies shall be considered secondary to GVRD's insurance policies as required under this Lease

and no defense shall be tendered, nor amount paid under any District policy unless and until GVRD's policy limits have been exceeded.

9.7 Notification. Each Party shall immediately notify the other Party of any claim or litigation that may result in liability to the other Party.

ARTICLE 10 **ASSIGNMENT AND SUBLEASING**

10.1 Assignment and Subleasing. GVRD shall not assign or sublease this Lease without the prior written consent of the District, which consent shall be at the sole discretion of the District.

ARTICLE 11 **HAZARDOUS MATERIALS**

11.1 Disclosure. The District represents and warrants that, prior to the execution of this Lease, it has disclosed in writing to GVRD any and all information that it has regarding matters affecting the environmental condition of the property and the Facilities.

11.2 Compliance. During the term of this Lease, GVRD shall comply with all laws, regulations, and orders relating to the receiving, use, storage, release, and disposal of Hazardous Material (as defined below) in or about the Property. GVRD shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

11.3 Notice. GVRD shall immediately provide the District with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, release and disposal of Hazardous Material on the Property which by law must be reported to any federal, state, or local agency, and any resulting injuries or damages.

11.4 Hazardous Materials Indemnification. GVRD agrees to indemnify the District against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from GVRD's (or from GVRD's agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property. District shall be responsible for and shall indemnify, protect, defend and hold harmless GVRD on the same basis as above for any claims which result from Hazardous Material existing on the Property prior to the Term Commencement Date or resulting from District access or use of the Property during the term of this Lease.

11.5 Survive Termination. The Parties' obligations under this Article 11 shall survive the termination of the Lease.

11.6 Definition of Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i)

petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

ARTICLE 12 **DEFAULT, REMEDIES, AND TERMINATION**

12.1 Default. In the event of a breach by either Party of one of the material covenants, conditions, or obligations in this Lease, the other Party shall give the defaulting Party written notice ("**Notice**") of said breach and thirty (30) days to cure. Failure to cure a breach after a thirty (30) day opportunity to cure shall constitute a default ("**Default**"); provided, however, that if the nature of a Party's breach is such that more than thirty (30) days are reasonably required to cure the breach, then the breaching Party shall not be deemed to be in default if it commences such cure within the thirty (30) day period and thereafter diligently and in good faith continues to cure the breach. Failure to cure a breach as required above shall constitute a Default under the Lease and the non-defaulting Party shall have the right to exercise any and all remedies in law or equity.

12.2 Remedies. In the event of a Default by a Party, the other Party may seek termination pursuant to Section 12.3.1, below, as well as any additional remedy available at law or in equity, including but not limited to injunctive relief and damages.

12.3 Termination. The Parties may terminate this Lease in accordance with the termination rights set forth in Section 9.5, above, and Sections 12.3.1-12.3.4, below. In the event of a termination, within the timeline specified below of the non-terminating Party's receipt of the notice of termination, GVRD shall surrender possession of the Property and the Facilities to the District. GVRD may remove such personal property from the Property as can be removed without damage to the Facilities and shall surrender possession of the Property in a clean and orderly condition. Any personal property not removed by GVRD shall become the property of the District.

12.3.1 For Cause. In the event of a Default by a Party that is not cured pursuant to the provisions of Section 12.1 above, and without limiting any Party in the exercise of any right or remedy which it may have, the other Party shall be entitled to terminate this Lease by delivering sixty (60) days advance written notice of such termination to the other Party.

12.3.2 For Absence of Grant Funding. In the event GVRD does not secure Grant funding for improvement of the Facilities, GVRD may terminate this Lease upon sixty (60) days written notice to the District.

12.3.3 For District Use. Should the District determine in its sole discretion that any or all of the Facilities are needed for school operations or other District activities, the District may terminate the Lease for convenience at any time, with one hundred twenty (120) days prior written notice to GVRD. In the event GVRD receives the Grant and makes Improvements to the Property and the District subsequently terminates this Agreement within the Initial Term due to a need for school purposes, the Parties hereby agree to

cooperate in executing a joint use agreement detailing GVRD's permitted use of the Facilities during non-school hours and weekends for a minimum of three (3) hours per day, seven days a week, in order to comply with the requirements of the Grant's criteria. GVRD will send a proposed joint use agreement to the California Department of Parks and Recreation, Office of Grants and Local Services, for review prior to executing a new joint use agreement to ensure the Grant requirements are met. The new joint use agreement will require that the minimum number of hours falls within after school hours Monday-Friday, no later than 10pm, and Saturday and Sunday between 9am and 9pm.

12.3.4 For Convenience. Either Party may terminate this Lease for convenience during the Initial Term, without penalty; provided, however, that such Party must provide sixty (60) days advance written notice to the other Party. To facilitate potential extensions, the Parties agree to consider extending this Lease before the end of the Initial Term; the Parties will consider entering into a new joint use agreement at least two (2) years before the end of the Initial Term. In the event the District terminates this Lease for convenience during the Initial Term, the Parties hereby agree to cooperate in executing a joint use agreement detailing GVRD's permitted use of the Facilities during non-school hours and weekends.

ARTICLE 13

CONDITION OF PROPERTY, QUIET ENJOYMENT, AND RIGHT OF ENTRY

13.1 Condition of Property. GVRD acknowledges and agrees that GVRD is leasing the Property AS-IS without any warranties, representations, or guarantees from or on behalf of the District except such express warranties and representations contained in this Lease.

13.2 Quiet Enjoyment. District covenants and agrees that it will not take any action to prevent GVRD's quiet enjoyment of the Property during the term of this Lease.

13.3 Right of Entry. District reserves the right for any of its duly authorized representatives to enter the Property and Facilities at any reasonable time for any reasonable actions, upon reasonable notice to GVRD, including but not limited to inspecting the Property and the Facilities. In doing so, District shall not interfere with GVRD's enjoyment and use of the Property or the Facilities.

ARTICLE 14

DISPUTE RESOLUTION AND ATTORNEYS' FEES

14.1 Mediation. Any controversy or claim arising out of or related to this Lease or the alleged breach thereof shall be sent by the claimant Party ("**Claimant**") via registered or certified mail to the other Party ("**Respondent**"). The Respondent must review and provide a written response to Claimant within thirty (30) days of receipt of any such claim, and any claim is deemed rejected in its entirety if not responded to within the thirty (30) day period. If the Claimant disputes the Respondent's written response, or lack of response, the Claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Respondent shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Respondent shall provide the Claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within (sixty) 60 days after the Respondent issues its written statement. Any disputed portion of the claim, as identified by the Claimant in writing, shall be submitted to nonbinding mediation, with the Respondent and the Claimant sharing the associated costs equally. The Respondent and Claimant shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

If mediation is unsuccessful, the Parties may pursue any and all rights in law or in equity to resolve any remaining disputes or claims in accordance with Section 12.2. The Parties acknowledge that one such option may include binding arbitration if the Parties mutually agree to pursue arbitration at that time.

ARTICLE 15 **GENERAL PROVISIONS**

15.1 Rules and Regulations. GVRD agrees that it will abide by, keep and observe all reasonable rules and regulations which the District may make from time to time for the management, safety, care and cleanliness of the Property, Facilities, and the surrounding areas, a copy of which shall be provided to GVRD.

15.2 Waiver and Modification. No provision of this Lease may be modified, amended or added to except by an agreement in writing signed by both Parties.

15.3 Applicable Law. This Lease and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

15.4 Time. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

15.5 Authority to Execute Lease. District and GVRD each acknowledge that, upon approval of this Lease by each entity's governing board, each has all necessary right, title and authority to enter into and perform its obligations under this Lease, and that the individuals executing this Lease on behalf of such Party are duly authorized and designated to do so.

15.6 Consents. Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

15.7 Entire Agreement. The terms of this Lease are intended by the Parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

15.8 Severability. Any provision of this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

15.9 Impartial Construction. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either District or GVRD.

15.10 Successors. Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the Parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Property, the Facilities, or any part thereof. Nothing contained in this Section 15.10 shall in any way alter the provisions regarding subleasing provided in this Lease.

15.11 Notices. All notices, demands and communications between District and GVRD shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to District or GVRD at the addresses shown in Section 2.1.4 above. Either Party may, by notice to the other given pursuant to this Section 15.11, specify additional or different addresses for notice purposes.

15.12 Counterparts. This Lease may be executed in one or more counterparts, electronic or otherwise, each of which shall constitute an original.

15.13 Force Majeure. Neither Party shall be liable for non-performance due to a Force Majeure event; provided, however, that the non-performing Party notifies the other Party and resumes performance as soon as reasonably possible. "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; and (v) a reasonably unanticipated action, delay or failure to act by a governmental authority, including a moratorium on any activities related to this Lease.

15.14 Nondiscrimination. District, GVRD, and all others who from time to time may use the Property and Facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates listed below.

DISTRICT

VALLEJO CITY UNIFIED SCHOOL DISTRICT

A school district organized and existing under the laws of the State of California

By: Mitchell A. Romeo
Mitchell Romeo,
Assistant Superintendent of Operations

Date: June 1, 2023

GVRD

GREATER VALLEJO RECREATION DISTRICT

A California Recreation and Park District

By: _____
Gabriel Lanusse,
General Manager

Date: _____

Approved as to form:

Renne Public Law Group

By: _____
Andrew Shen

Date: _____

EXHIBIT A

DEPICTION OF THE FACILITIES



EXHIBIT B

BASELINE UTILITY COSTS

<u>Utility</u>	<u>GVRD Costs</u>	<u>District Costs</u>
Water		
Electricity		
Telephone		
Internet		
Gas		
Heating/Air Conditioning		



BOARD COMMUNICATION

Date: June 28, 2023

TO: Board Chairperson and Directors

FROM: Antony Ryans

SUBJECT: Approve Changes to Policy #3075 Use of Community Centers

BACKGROUND AND DISCUSSION

The Department has determined there is a need to add additional security at events that serve alcohol. These types of events tend to require more support to manage the guests and unseen acts. In addition, the Department has determined that the 12am closure of our facilities has an impact on GVRD staff managing the event and it requires them to stay later if a party hasn't fully cleaned the facility. Lastly, after conducting some field research it has been found that neighboring areas close their facilities much earlier than GVRD (Fairfield, Vacaville, Benicia).

RECOMMENDATION

Approve recommendation to have Board of Directors approve the change in closure of our community centers at an early time. Also, approve an increase in security guards for events that serve alcohol.

FISCAL IMPACT

None.

ALTERNATIVES CONSIDERED

- Approve latest draft with no changes.
- Approve latest draft with recommendations.
- Approve as is.
- Approve with recommendations.
- Reject
- Reject with recommendations.
- Let the proposal sit with no action taken.

ENVIRONMENTAL REVIEW

N/A

PROPOSED ACTION

Approve

DOCUMENTS AVAILABLE FOR REVIEW

Policy #3075-with redline proposed changes and chart provided by the Board of Directors on February 23, 2023.

Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: Use of Community Centers
POLICY NUMBER: 3075

Community Centers under the jurisdiction of the Greater Vallejo Recreation District are intended primarily for use by the general public in conjunction with the District's recreation programs. When not in use for District programs, the facilities may be scheduled for use by other groups to encourage recreational and social activities for the maximum use of the facilities.

All Community Centers will be made available to all groups and individuals for social, cultural, or recreational activities regardless of race, national origin, religion, gender, sexual orientation, physical disability, or age. Any activity in which the District facilities are utilized will be conducted according to State and Federal ~~laws, and~~ laws and will conform to the oral and written standards of the District.

A fee schedule adopted by the Board of Directors as part of the budget process will determine the charge for use of the Community Center. For the purpose of these fees, the type of event is classified as Business, Private Party or Non-Profit. The Board of Directors will consider requests for a waiver of fees from Non-Profit groups and organizations that do not involve fund-raising activities on a ~~case-by-case~~ case-by-case basis.

The District shall not be held responsible for accidents, ~~injury~~ injury, or loss of individual property at Community Centers. Individuals or groups using the facility shall be held responsible for payment of any damage or loss of District property. Parents shall be held responsible for the acts of their minor children. Damage to District property shall be imputed to parents having custody or control of the minor as set forth in California Civil Code Section 1714.1.

A Written Facility Reservation from the District is required for all groups using Community Centers. Facility Reservations completed under false pretenses or that contain any false information will be cancelled and collected fees will be forfeited. Rules and regulations governing the use of the facility will be provided to the individual completing the Facility Reservation.

Greater Vallejo Recreation District

POLICY MANUAL

POLICY NUMBER/TITLE: 3075 Use of Community Centers
Rule and Regulation: RR3075

Reservations

1. Groups, ~~organizations~~organizations, or individuals (21 years or older) must complete and submit an Application Request for Rental of Community Centers. The Application does not guarantee a date or approval of the activity requested.
2. Reservations may be made a maximum of 12 months in advance. The Facility Reservation becomes a contract when it is approved and signed by District representative and the Applicant.
3. Approval to use facilities is subject to observance of all District policies, rules, and regulations. Applications may be denied or revoked if the intended facility use or event is misrepresented or the Application is incomplete, inaccurate, or contains false information.
4. Additional City, County, State and Federal approvals may be required based on the type of activity.
5. Facilities are rented on a first come, first served basis except for those having priority rights.
6. Groups, ~~organizations~~organizations, or individuals that have established a priority right, must maintain it. The first step to establish a priority right is to submit a letter of intent to retain the date and ~~paying~~pay a non-refundable fee prior to the opening of booking for that month. A priority right is then established for annual events that have been held on the same day, weekend, or week of the month for a minimum of three (3) consecutive years.
7. A Facility Reservation shall be completed by District employee and signed by an adult (21 years or older) responsible for the reservation.
8. Reservations shall not be transferred, ~~assigned~~assigned, or sublet.
9. No group, organization or individual shall use a District facility for a purpose other than approved by the District.
10. The applicant and/or contact person must be present at the event and stay onsite for the entire time.
11. Minimum rental will be for two (2) hours for Businesses and Non-Profits, or five (5) hours for Private Parties.
12. Employees of a Business and Non-profit group will not be allowed to use that organization's Business or Non-profit discount rate to reserve Community Centers for personal use or celebrations, such as the employee's birthday party or other personal event (discounted rates do not apply to personal and private use). All events and reservations for Business or Non-profit organizations must be reserved for that organization's own activities.
13. No group, organization or individual shall have a Facility Reservation approved so long as they have an outstanding debt with the District.

14. Applicants understand that organized public recreation activities or those actively co-sponsored by the District have priority over other groups in the scheduling of facilities. The District reserves the right to cancel any use of facilities at any time.
15. No activity will be permitted which is unsafe or unsuited for the purpose of the Community Center, or which discriminates on the basis of race, national origin, religion, gender, sexual preference, age, political affiliation or social or economic status.
16. The District reserves the right to refuse any group, ~~organization~~organization, or individual use of any District facility due to their destruction, damages, abuse to District property, undue rowdiness or noncompliance with District's rules and regulations.
17. There must be three (3) adults (over 21 years old) for every twenty-five (25) youths (under 21) at ~~events~~the events.
18. Under no circumstances shall the number of ~~persons~~people at an event exceed the maximum capacity of the rooms, areas or facilities which are the subject of the Facility Reservation.
19. No activity will be permitted which is in violation of local, ~~state~~state, or federal statutes or policies of the Facility Reservation which is deemed necessary or appropriate to assure that the activity will be in conformance with applicable laws, rules and regulations, in a manner consistent with proper facility use.
20. The District representative reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive behavior, mistreatment of staff, belligerent or threatening conduct.
21. The District representative on duty has the authority to disperse any group for failure to comply with District rules. The group will forfeit all fees paid. Should it be necessary to have law enforcement to disperse any group or organization, the District representative has the authority to summon the Vallejo Police Department to escort said group, persons, or organization from District facilities. The group or organization will be responsible for any charges incurred by the Vallejo Police Department or other personnel required to respond.

Fees

1. For the purpose of these fees, the type of event is classified as Business, Private Party or Non-Profit. A copy of the renter's Business license is required for Business events. A copy of organization's section 501(c)(3) determination letter from the IRS is required for the Non-Profit category.
2. A reservation must be made for a continuous block of time. Reservation fees will be paid from the time the facility is entered until it is exited. ~~Unless additional~~Unless additional time requests are made in advance, no extra time is allotted for set-up, take-down and clean-up. If the event runs beyond the scheduled hours, the renter will be billed for overtime in ~~30 minute~~30-minute increments according to facility's rental rates.
3. The Cleaning and Damage Deposit or total payment, depending on event date, is required when a Facility Reservation is made.
4. Payment for events scheduled ten or less working days from the date of the event, such as memorials, wakes, etc., shall be in the form of cash, money order, cashier's ~~check~~check, or credit card.

5. Full payment is required 60 days prior to the event. To be eligible for a refund, see Facility Reservation change of date or cancellation policy. Check, cash, or credit cards are acceptable methods of payment. A failure to make a full payment may result in cancellation of the reservation and forfeiture of the Cleaning and Damage Deposit.
6. A 20% non-resident fee will be charged for groups, organizations and individuals that do not reside in Vallejo. A valid driver's license, identification card or other reasonable means is required to establish residency.
7. Parking fees are charged from the first weekend in April through the second weekend in October to enter Dan Foley Park and access the Foley Cultural Center.
8. PA system, audio, and visual equipment are available for use for an additional fee. Equipment varies at Centers. It is the renter's responsibility to check their equipment compatibility with the facility's equipment.
9. Groups classified as Businesses or Non-Profits have the option of setting-up and taking-down tables and chairs ~~themselves, or themselves or~~ paying an additional fee for the District to provide that service. However, all groups are responsible for clean-up (in accordance with the Facility Cleaning and Damage Requirements).
10. The District will inspect each Community Center prior to use and immediately following use of the center for an activity. If the renter fails to return the facility in the same condition as it was prior to its activity (in accordance with the Facility Cleaning and Damage Requirements) or leaves the premises in such condition that additional clean-up is required by District staff, the renter will be charged at the hourly rate of \$50 per hour per staff member. If the clean-up cost by custodial staff is greater than the cleaning and damage amount on deposit, the renter will be liable and billed for the balance with payment due no later than 30 days after the conclusion of the activity.
11. The Cleaning and Damage Deposit will be refunded if the facility is left in a clean and satisfactory condition.

Cancellations

1. Facility Reservation change of date or cancellation will forfeit the following charges:
 - More than 60 days before event - 10% of total reservation fees (see exception below)
 - 60 days to 31 days before event - 25% of total reservation fees
 - 30 days to 8 days before event - 50% of total reservation fees
 - 7 days or less will forfeit 100% of total reservation ~~fees~~fees.

One time only: Renters may change the event date at no charge if notification is received more than 60 days before the event. Additional requests or within 60 days before the event will incur the same forfeitures as shown above.
2. Any Cleaning and Damage Deposit paid to reserve a date scheduled more than 60 days prior to event will be refunded in full if notification of cancellation is received within 7 calendar days from the date the deposit is made to the District. Notice of cancellations received within 8 or more calendar days after the date the deposit is made to the District will be subject to the same forfeiture rates as shown above.

3. Other fees collected such as security guard fees, set-up and take-down, which were paid in advance, will be refunded 100% if written notice is given within 36 hours of the payment of those fees to the District.
4. In cases of extreme emergency, the District reserves the right to cancel a scheduled event prior to scheduled use without liability. If cancellation occurs because of the District, all payments will be refunded.
5. Force Majeure: Notwithstanding anything to the contrary contained in this Policy, the District shall be excused from its obligations to the extent and whenever of the District cannot perform such obligations due to any Force Majeure Event. For purposes of this Policy, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority (such as COVID-19 regulations imposed by a public health authority), and other causes beyond the District's control. The renter waives any right of recovery against the District if such a Force Majeure Event occurs.

Hours of Operation

1. Contact the District or Community Center for office hours.
2. Community Centers reserved for evening use must be vacated no later than 12:00am.
3. Hours of operation may be amended under special circumstances by the General Manager or the General Manager's designee. Community Center closing times vary with scheduled activities.

Holidays

1. Community Centers are not available for reservations on 4th of July, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and News Year's Day. In addition, Foley Cultural Center is not available on Memorial Day and Labor Day.

Certificate of Insurance Policy

1. Proof of insurance is required for Private Parties, Non-Profit or Business events.
2. Certificates of ~~Insurance Endorsement~~ Insurance Endorsement must be provided to the District after the Facility Reservation contract is signed but no later than 10 business days before the event.
3. Failure to provide the District with a valid Certificate of Insurance will result in the cancellation of the renter's event and will forfeit rental fees.
4. Private Parties may obtain insurance from their homeowners' insurance provider, ~~agent~~ agent, or broker. Non-Profits or Businesses may contact their parent organization to utilize their umbrella insurance policy.
5. The insurance must be in the renter who signed the Facility Reservation. The policy must not expire before the event date.
6. Renters must obtain a General Liability Insurance covering bodily injury, personal ~~injury~~ injury, and property damage in the amount of \$1,000,000 per occurrence.
7. The Certificate of Insurance shall name the "Greater Vallejo Recreation District, 395 Amador Street, Vallejo, CA 94590" as the Certificate Holder.

~~7.8. A separate endorsement shall name the District, the City of Vallejo, and their officers, agents, employees, and volunteers as additional insured parties.~~

8.9. The "description" shall list the name of the Community Center, address, date(s), and type of event.

9.10. If alcohol is served, the General Liability Insurance shall include Host Liquor Liability Insurance coverage, and the coverage must be stated on the certificate.

~~10. A separate endorsement shall name the District, the City of Vallejo, and their officers, agents, employees, and volunteers as additional insured parties.~~

Decorations

1. The renter shall be responsible for putting up and removing all decorations within the time specified on the Facilities Reservation.
2. The use of nails, screws, tacks, staples, duct tape, poster putty, Command strips or glue to fasten, hang or stick any objects to the ceilings, walls, floor, equipment, ~~windows~~windows, or any surface of the interior or exterior of the facilities is strictly prohibited.
3. Renters may only use painter's tape for decorations.
4. All decorations must be free-standing. Use of ladders or standing on tables or chairs to hang decorations is strictly prohibited.
5. No birdseed, confetti, ~~rice~~rice, or glitter may be used inside/outside facilities or in parking areas.
6. Balloons filled with helium that have the potential to float to the ceiling must be weighted down at all times.
7. Machines that discharge smoke, indoor sparklers/fireworks, or other elements that would compromise the health and safety of ~~guests, or guests or~~ activate the smoke alarms are prohibited.
8. The District reserves the right to deny décor items if it is determined the item(s) would constitute a safety hazard.
9. Fires and/or open flames are prohibited. Candles are permitted in a container that provides at least 2 inches of space between the top of flame and the top of the container.
10. All decorations must be fireproof or of fire-retardant materials according to California Code of Regulations Title 19, Section 3.08, and shall be subject to approval by District representative at time of reservation approval.
11. Doorways, hallways, ~~exit~~exit/exits signs and fire extinguishers shall not be covered or obstructed.
12. No storage space shall be provided for materials, supplies, equipment, or other physical accessories at the Community Centers.
13. The District is not responsible for any property loss due to destruction, theft, damage, or lost items after decorations are put up, during an event, or for any items left behind at the Community Centers.
14. Rental equipment, decorations or catering equipment must be delivered and picked up within the time reserved.
15. Renters are responsible for their vendors' compliance with District rules and regulations.

Kitchen and Food

1. Food and beverage consumption is only permitted in designated areas. No food or beverages are allowed on any stages.
2. Food trucks and catered barbecue grills shall be approved in advance by the District and set-up in designated areas. Approval of food trucks and catered barbecue grills shall be at the discretion of the District.
3. Caterers must obtain General Liability Insurance covering bodily injury, personal ~~injury~~injury, and property damage in the amount of \$1,000,000 per occurrence listing "Greater Vallejo Recreation District, 395 Amador Street, Vallejo, CA 94590" as the Certificate Holder to set-up any barbecue or grill equipment. Certificate of Insurance must be provided to the District 10 business days before the event.
- ~~3.~~ A separate endorsement shall name the District, the City of Vallejo, and their officers, agents, employees, and volunteers as additional insured parties.
4. Charcoal grills and deep fryers are not allowed.
5. Chafing dishes or food warmers must be supervised at all times.
6. Renters using the kitchen must sweep and mop the floors. Renters must clean all areas used, including the stove, refrigerators, counter tops, cooking appliances, and equipment.
7. The District will not provide renters with any kitchen supplies for cooking, serving, or washing.

Alcohol

1. A minimum of 1 additional security guard shall be required when alcoholic beverages are served at events designed for youth under twenty-one (21) years of age, such as birthday parties, baptisms/christenings, and Quinceañeras.
2. Alcoholic beverages may be served inside Community Centers. The service and consumption of alcoholic beverages must end at a minimum of 2 hours prior to the end of the Facility Reservation time.
3. Once all alcohol has been consumed the renter may not purchase or bring in additional bottles of alcohol, beer, kegs, or consumable alcoholic beverages or products.
4. Guests are not allowed to bring any outside alcohol. Only event hosts may provide alcohol.
5. Any caterer, bartender or person serving alcoholic beverages must be an adult 21 years or older.
6. Alcohol is prohibited within 25 feet of vehicular parking areas and may not be consumed outside of the Community Centers with the exception of the Veranda area at the Foley Cultural Center.
7. Private Parties may have alcohol but are prohibited from selling alcohol at the event unless the renters have an Alcoholic Beverage Control (ABC) license.
8. No alcoholic beverages shall be served to any person less than 21 years of age.
9. Renters must obtain an Alcoholic Beverage Control (ABC) license when alcohol is to be sold at Non-profit or Business events. The license must be posted at the site of the alcohol sale.
10. The district shall provide a letter confirming the renter's Facility Reservation so that the renter can obtain the ABC license. To obtain the letter for the license, the renter must pay a surcharge fee to the District.
11. A copy of any ABC license must be provided to the District prior to the date of the event.
12. Violation of these alcohol policies may result in immediate termination of the event.
13. The District representative on site reserves the right and discretion to discontinue alcohol service at any time.

Security

1. Private Party, Business and Non-profit events such as fundraisers, banquets, etc. must use security guard(s) at all times.
2. Private Party, Business and Non-profit events such as meetings or ~~training~~training must have at least one security guard for 25 or more guests.
3. The hourly rate for security guards will be charged at the current GVRD contracted rate.
4. Security guards must be on duty one-half (1/2) hour before the event begins and one-half (1/2) hour after reservation time ends.
5. Uniformed security guards must be on duty and on the premises during events serving and/or consuming alcoholic beverages.
6. All renters must use at least one (1) security guard per one hundred (100) guests.
7. Events designed for youth under twenty-one (21) years of age that serve alcohol shall require a minimum of 1-2 additional security guards. Additional security guard(s) will remain inside the center at all times.
8. The District reserves the right to require additional security guards based on the size and type of the event scheduled at the facility.
9. The District shall make the final decision regarding the use of security guards and the number of security guards required. The security guards on duty also have the right to determine if an additional security guard is required.
10. Renters will be charged double the hourly rate for any additional security guards requested during an event.
11. All security guards will be contracted by the District. Groups cannot provide their own security guards.
12. The following security guard requirements shall apply to meetings and events, according to expected attendance:

Expected Attendance	Reservations without Alcohol	Reservations with Alcohol	Reservations with Alcohol (youth event)
Meetings			
25-100	1 guard	1 guard	N/A/A
Events			
Up to 100	1 guard	1 guard	2 guards
101-199	2 guards	2 guards	3 guards
200-299	2 guards	3 guards	4 guards
300-399	3 guards	4 guards	5 guards
400-500	4 guards	5 guards	6 guards

Facility Cleaning and Damage Requirements

1. At the end of the reservation, the renter and District staff must complete a final mandatory inspection of the Community Center.
2. Renter is responsible for all vendors' and caterers' compliance with District's policies and cleaning expectations.
3. The District will provide cleaning supplies such as wet mops, ~~bucket~~buckets, dust mops, broom, dustpan, and extra trash liners as needed, along with paper towels and disinfectant cleaning solutions for tabletops, sinks and counters.
4. Rental set-up/decoration and clean-up must be included in reservation time. The District recommends a minimum of 1 hour before the end of the reservation. Overtime will be charged in 30-minute increments according to facility's rental rates.
5. Renters must turn on all lights during clean-up time. No food, beverages, and music ~~is~~are allowed during clean-up.
6. Renters must remove all decorations. All items left behind after the event will be discarded.
7. Renters must pick up all trash and waste inside and outside of the facility, including the Veranda (Patio) and parking lot.
8. Renters must sweep and spot mop spills, drag marks, and stains in all reserved rooms, kitchens, refreshment centers, and bathrooms.
9. Renters must remove all decorations, food, and beverages from tables and chairs.
10. Renters must clean and wipe down counters, sinks, stoves, and appliances in kitchens and refreshment centers.
11. Renters must remove all garbage bags from the facility and place them in dumpsters on site.

Jump Houses

1. No person shall have, install, or use any interactive inflatable including, but not limited to jump houses, trampolines, and slides without a permit from the District.
2. Renters must pay the Jump House Permit Application fee prior to the date of the event. A copy of the Permit must be available during the event.
3. Renters will be provided with a list of jump house vendors approved by the District. Privately owned jump houses may not be used on District property.
4. Jump house vendors must be registered with the District and have current proof of insurance on file at District's office.
5. Renters may use Jump Houses only in designated facilities and designated areas.
6. Water slides are not permitted at District facilities or parks.
7. A maximum of 2 jump houses or slides are allowed at the Vallejo Community Center and Foley Cultural Center, and a maximum of 1 jump house or slide is allowed at the North Vallejo Community Center and Norman C. King South Vallejo Community Center.
8. Renters must use a generator from approved vendors for any outdoor jump houses or slides.
9. Any jump houses or slides set up inside Community Centers will decrease total room capacity for attendees.

Possession of Firearms and Other Weapons

1. No person, other than law enforcement officers in the discharge of their duties, shall use, carry, or possess firearms on District property.
2. No person shall use, carry, or possess explosives or dangerous weapons on District property, including but not limited to knives, hatchets, axes, machetes, ~~bow~~bows, crossbows, spears, air or gas weapons, or any other potentially dangerous weapon.

General Rules

1. Office telephones are for District business only; however, emergency use will be permitted.
2. No amplified music or public address systems shall be allowed outside the facilities.
3. No advertising/promotion shall be exhibited, no petition circulated, no sales presentations or commercial solicitations and no use of social media (posting for personal consumption is ok.) for private events. Business and non-profit events are permitted to use social media to market and promote event(s) without written approval of the District.
4. Smoking is prohibited inside the facilities and must be 20 feet away from any doors or windows at the facility. Smoking is prohibited inside and outside of the Foley Cultural Center due to its location in Dan Foley Park. District parks are "Smoke-Free."
5. Renters should enforce clean speech, respect for personal and property rights of others, and avoidance of unnecessary noise which might disturb other groups using the facility or residents of the neighborhood.
6. No admission fee/donation of any kind shall be charged or collected for Private Parties. Non-Profit or Business ticket sales must be approved by the District and sold in advance.
7. No gambling of any kind is permitted at Private Parties. Non-Profit and Business events that include gambling, such as fundraisers, must be approved in advance by the ~~District~~District. Non-Profit and Business events that include gambling must comply with the requirements and regulations set forth in the current California Gambling Law, Regulations, And Resource Information publication available at www.oag.ca.gov/gambling.
8. Only service animals are allowed in the facilities pursuant to ADA regulations. Permission for any other animals requires prior approval from the District.
9. Any facility use, request or activity not addressed in this Policy #3075 are prohibited without express approval by the General Manager.



Agenda 9.3

BOARD COMMUNICATION

Date: June 28, 2023

TO: Board Chairperson and Directors

FROM: Gabe Lanusse

SUBJECT: Changes to Policy 4060 - Committees of the Board of Directors.

BACKGROUND AND DISCUSSION

Staff and the Board of Directors have discussed this item primarily to line up the appointment of committees with the designation of Board of Directors designations for Chair, Vice-Chair and Secretary. As it is currently, the slate of officers occurs at the first meeting in January, and then committees are appointed in June. Having the Board titles in January, and then appointment of the committees following the Board slate will fall into a better alignment. Normal rotations of the Board of Directors end in December, and begin in January.

Other aspects of this policy are the roles of committee members, selection of committee chair, quorum for committee meetings, when they can be canceled, ad hoc meetings, and other items suggested for changes.

RECOMMENDATION

Approve second read.

FISCAL IMPACT

Minor impact on staff time if meetings need to be cancelled at the last minute and rescheduled. Committee meetings are part of the staff duties.

ALTERNATIVES CONSIDERED

Approve
Approve with recommendations.
Reject
Reject with recommendations.
Let the proposal sit with no action taken.

ENVIRONMENTAL REVIEW

N/A

PROPOSED ACTION

Approve

DOCUMENTS AVAILABLE FOR REVIEW

Policy 4060

Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 4060

Standing committees ~~may be established that are advisory to~~advise the Board with respect to matters within their respective ~~responsibility~~responsibilities. ~~At the first Board meeting in July, After the Board officers have been elected, at the following Board meeting, it will be determined which committees shall be activated and the Board Chairperson shall appoint and publicly announce the two members to be assigned to each of the standing committees, for the ensuing fiscal calendar year. In addition, the Board eChairperson shall appoint two members to represent the District on the City's Inter-Agency Committee.~~

~~The members of Chair of each committee shall be chosen by mutual agreement by the designated committee members agree upon a committee chair, and if there is no agreement can be reached, then by seniority the more senior member of the committee will become the chair. If there is a tie regarding seniority, then the Board Chair will designate the committee's chair. The Ddesignation of committee Chairs should strive to give shall strive to provide all Board members with opportunities to gain experience. If a Board member chairs multiple committees, it would benefit the District and Board to strive to have for that Director-Board member to reduce the number of committees they chair.~~

The following shall be standing committees of the Board:

- Budget and Finance Committee;
- Facility and Development Committee;
- Policies and Personnel Committee;
- Publicity, Program, and Community Relations Committee;
- McIntyre Ranch Committee; and
- Sports Center Committee.

The Board Chairperson shall appoint such ad hoc committees as ~~may be~~ deemed necessary or advisable by ~~himself/herself themselves~~ the Chair and/or the Board. To qualify as an ad hoc committee, the committee must be temporary (i.e., exist for less than a year), be advisory (i.e., no final decision-making authority), and have a discrete task or goal rather than a continuing jurisdiction over a range of policy issues. The Board Chairperson shall outline the duties of the ad hoc committees shall be outlined at the time of formation or appointment, and the committee shall be considered dissolved when its it has made its final report recommendations has been made or

it has run out of time. Ad hoc committees may, but are not required to, post meeting notices and agendas and allow the public to attend.

The General Manager ~~or the General Manager's designee~~ shall be an ex-officio member of all committees. ~~The chairperson of e~~Each committee chair shall inform the ~~chairperson of~~ the Board as to the business transacted at each ~~committee b~~Board meeting.

The Board's standing committees will meet on an as needed basis ~~as determined by the committee chair of the committee and the General Manager,~~ and ~~may be assigned to~~ shall review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. ~~Said assignment may be made by the Board Chairperson, a majority vote of the Board, or on their own initiative.~~ Any recommendations resulting from ~~said the committee's~~ review should be submitted to the Board via a written or oral report.

All meetings of standing committees shall conform to all open meeting laws (e.g., "Brown Act") that pertain to regular meetings of the Board ~~of Directors.~~ As with Board meetings, a quorum of the committee must be present to hold a committee meeting; since each committee has only two members, both committee members must be present to convene. Should a third member of the Board ~~with wish~~ to attend meetings of any standing committee, they may do so as an observer only and may not ask questions or make statements during the meeting, nor participate in any manner.

The Board's standing Budget and Finance Committee

This committee shall work with the General Manager and other staff of the District on the annual budget projection and other financial matters. This committee shall review the General Manager and Directors' expenses, annual audit and annual financial statement before publication. The committee will ensure that investment policies are followed and that funds are invested in a prudent manner with adequate protections to prevent misuse.

The Board's standing Facility and Development Committee

This committee shall study and recommend acquisitions of real property and the type of facilities that should be planned for new acquisitions, and all joint planning and developmental programs for district facilities, including any additional facility needs and development of present parks. This committee shall review and, make ~~final~~ recommendations for facilities and/or developments. This committee shall review matters related to engineering and operation of facilities an short and long-range capital improvement plans.

The Board's standing Policies and Personnel Committee

This committee shall study and ~~make recommend~~recommendations for the compensation and welfare of District Staff. This committee shall ~~also, as needed, include a meet and confer meet~~ with the General Manager regarding the items and conditions of the General Manager's employment by the District. This committee shall review ~~the~~ functions of District staff and other policies not assigned to other committees.

The Board's standing Publicity, Program and Community Relations Committee

This committee shall study and make ~~recommend~~ations for all District recreational programs and policies regarding public affairs and community outreach, ~~to include~~including co-sponsorship with other entities. This committee shall assure information regarding the affairs of the District is adequately communicated to its constituents and the public at large. This committee shall make presentations before ~~groups~~groups and organizations upon request.

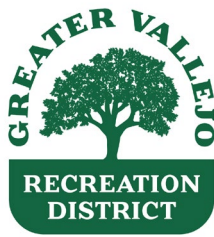
The Board's standing McIntyre Ranch Committee

This committee shall study and make recommendations for the District's uses of and plans for McIntyre Ranch. This committee shall also solicit feedback and participation from interested community members and groups.

The Board's standing Sports Center Committee

This committee shall engage in planning and make recommendations for a District Sports Center Complex.

~~The Chairperson shall appoint members to the City's Interagency Committee~~



BOARD COMMUNICATION

Date: June 28, 2023

TO: Board Chairperson and Directors

FROM: Antony Ryans

SUBJECT: Approve Policy #3073 Cunningham Aquatic Complex Procedures and Expectations

BACKGROUND AND DISCUSSION

The Department has determined there is a need to memorialize aquatic program requirements, safety protocol, and pool expectations for patrons. There has been some controversy regarding pool rules and program requirements. By having a policy to refer to makes it easier to reinforce expectations of GVRD staff and provide accurate information to community members. Overall, this is a new policy proposed by GVRD program and supervisory staff.

RECOMMENDATION

Approve recommendation to have Board of Directors approve the Cunningham Aquatic Complex Procedures and Expectations.

FISCAL IMPACT

None.

ALTERNATIVES CONSIDERED

- Approve latest draft with no changes.
- Approve latest draft with recommendations.
- Approve as is.
- Approve with recommendations.
- Reject
- Reject with recommendations.
- Let the proposal sit with no action taken.

ENVIRONMENTAL REVIEW

N/A

PROPOSED ACTION

Approve

DOCUMENTS AVAILABLE FOR REVIEW

Policy #3073-with recommended changes provided by the Board of Directors on February 23, 2023.

Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: Cunningham Aquatic Complex Rules and Procedures
POLICY NUMBER: 3073

PURPOSE

The Greater Vallejo Recreation District (District) has established a policy for the benefit and protection of all aquatic facility users to ensure the safe operation of the swimming pools and to provide enjoyable recreation for all.

POLICY

The District reserves the right to refuse admittance into the Cunningham Aquatic Complex when the pool is at full capacity or when the District otherwise deems necessary for the health, welfare, and safety of its patrons.

PROCEDURE(S)

The following minimum criteria have been established for the safety of all facility users. Failure to abide by these rules and regulations may result in removal from the pool. Management and pool personnel reserve the right to address any behavior which is considered a safety risk, unsanitary, or a disturbance to other patrons.

General Rules:

1. No running, shoving, or general horseplay on the pool deck and in the pool.
2. Anyone using the pool(s) must wear proper swim attire, swimsuit, and sunscreen. Rash guards, goggles, and swim caps are recommended.
3. Swim diapers are required for children using the pool who are not toilet trained.
4. No playing or hanging on lane lines.
5. Diving is allowed in the deep end only.
6. See Aquatic Staff about swimming with sores or wounds.
7. No glass in the pool complex.
8. No gum or chewy candies allowed in the pool complex.
9. Food and drink must be kept in the bleachers.
10. Follow Aquatic Staff directions regarding procedures and policies during emergency situations.
11. Any behavior or action deemed unsafe or inappropriate by Aquatic Staff is prohibited.
12. The District is not responsible for any lost or stolen items.
13. Any person having active diarrhea or who had active diarrhea within the previous 14 days shall not be allowed to enter the pool.
14. Cigarettes, weapons, alcohol, tobacco, vapes, or illegal drugs are prohibited.
15. Clothing changes will be done in the appropriate locker room. No changing on deck.

Swim Lessons:

(All General Rules apply plus the following)

1. Swim Lesson participants must listen and follow the directions of the instructor.
2. No life vests or floatation devices allowed during swim lessons.
3. One hand must be on the pool wall when waiting for instruction.
4. Parents or attending adults must observe from the bleachers or designated areas.
5. A parent or attending adult must be on-site for children under the age of 7 or 48" tall.
6. Pre-registration is required for all swimming lessons.
7. Cancellations must be made before the first day of the class for a full refund.
8. Make-up classes are not offered for missed days. No exceptions.
9. If the District cancels any swim lessons, Aquatics Staff will call all affected participants. Cost will be prorated based on refund policy.

Recreation/Open Swim/Special Events:

(All General Rules apply plus the following)

1. Children under the age of 7 or 48" tall must be accompanied by an adult in the pool. Or the children must meet one of the following criteria listed below:
 - a. Children ages 7 and under may swim without being accompanied by an adult in the pool if they meet one of the following criteria: (a) take a swim test which would identify if the child can swim proficiently (b) show proof of the child being on a Competitive Swim Team.
2. Masks, fins, or snorkels must be approved for use by Aquatic Staff.
3. U.S. Coast Guard approved floatation devices (life vests) are allowed in the small training pool. A parent or guardian must be in the pool with any children using life vests and be no further than an arm's length away from the child.

Aquatic Break Camps:

(All General Rules apply plus the following)

1. Campers must listen to the camp counselor and follow their rules.
2. Participants must come prepared for the day. (Swimsuit, Towel, Water, Lunch, Shoes, etc.)
3. Campers must refrain from vulgar language.
4. Campers must participate in all activities.
5. Campers must not District property without permission.
6. Vandalism to equipment and our facility is prohibited.
7. Cell phones must be kept in a backpack and not used during camp hours unless approved by GVRD staff.
8. Campers must follow the "hands-off" policy. No fighting, pushing, or inappropriate contact allowed.

Lap Swim Program:

(All General Rules apply plus the following)

1. Lap swimming is for swimmers 14yrs. and older.
2. Lap swimmers 14-17yrs. old must be accompanied by an adult and have signed a waiver.
3. Any swimmer 14-17 yrs. old who wishes to swim in the deep end must pass a swim test.
4. Lap swimming is intended to be a workout program, and patrons must make forward progress from wall to wall.
5. Lap swimming in designated lanes only. Lap swim lanes are posted in the front office.
6. Lanes are to be shared. If the lane has 3 or more people, patrons will need to circle swim.
7. Masks, fins, or snorkels must be approved for use by Aquatic Staff.

Lap Swim Etiquette:

1. Tap the foot of the patron to pass them while circle swimming.
2. Rest in the corner of the lane, out of the way of other patrons.
3. Ask guest(s) before hopping in a lane already in use.

Emergency Action Procedures:

1. Distressed Victim (Can continue breathing and still call for help):
 - a. One long whistle blast.
 - b. Enter water with stride or compact jump.
 - c. Other lifeguards shift to cover rescuer's water.
 - d. Perform swimming extension rescue by handing tube to victim.
 - e. Tell the victim to hold onto the tube and swim them to safety.
 - f. The lifeguard who was on break will replace the primary rescuer.
 - g. Primary rescuer will fill out the accident report and return to the rotation.
2. Active Victim (Struggles to breathe and cannot call for help):
 - a. One long whistle blast.
 - b. Enter water with stride or compact jump.
 - c. Other lifeguards shift to cover rescuer's water.
 - d. Perform rear rescue.
 - e. If extra help is needed, blow two long blasts and a second lifeguard will assist.
 - f. The lifeguard who was on break will replace the primary rescuer.
 - g. Primary rescuer will fill out the accident report and return to the rotation.
3. Submerged Victim (Still Conscious):
 - a. One long whistle blast.
 - b. Enter water with stride or compact jump.
 - c. Other lifeguards shift to cover rescuer's water.
 - d. Perform a feet first surface dive and complete the submerged victim rescue.
 - e. If extra help is needed, blow two long blasts and a second lifeguard will assist.
 - f. Check the victim for consciousness and vitals.
 - g. The lifeguard who was on break will replace the primary rescuer.
 - h. Primary rescuer will fill out the accident report and return to the rotation.

4. Submerged Victim (Unconscious):

- a. One long whistle blast.
- b. Enter water with stride or compact jump.
- c. Other lifeguards shift to cover rescuer's water.
- d. Perform a feet first surface dive and complete the submerged victim rescue.
- e. If extra help is needed, blow two long blasts and a second lifeguard will assist.
- f. Check victim for consciousness and vitals.
- g. At this time, the pool should be cleared, 911 called, and backboard, first aid kit, AED and oxygen tanks brought out to the rescuer.
- h. Carry victim to nearest side of pool where backboard is waiting.
- i. Lift victim out of pool on backboard.
- j. A gloved secondary rescuer will perform a primary survey.
- k. Rescue breathing and CPR will be administered as necessary.
 - i. Anytime breathing is necessary, use oxygen with the Bag Valve Mask (BVM).
 - ii. Anytime CPR is necessary, use the AED.
 - iii. Continue to care for the victim until the ambulance arrives.
 - iv. Fill out the necessary forms from the Critical Incident folder.
 - v. Re-open the pool only at the request of a full-time employee.

5. Passive Victim without breathing (non-suspected spinal):

- a. Two long whistle blasts
- b. Enter water with stride or compact jump.
- c. Clear pool
- d. Perform rear rescue.
- e. Check the victim for consciousness and vitals.
- f. At this time, the pool should be cleared, 911 called, backboard, 1st aid kit, AED and oxygen tanks (BVM) brought out to the rescuer.
- g. Carry victim to nearest side of pool where backboard is waiting.
- h. Lift Victim out of pool on backboard
- i. A gloved secondary rescuer will perform a primary survey.
- j. Rescue breathing and CPR will be administered as necessary.
 - i. Anytime breathing is necessary, use oxygen with the BVM.
 - ii. Anytime CPR is necessary, use the AED.
- k. Continue to care for the victim until the ambulance arrives.
- l. Fill out the necessary forms from the Critical Incident folder.
- m. Re-open the pool only at the request of a full-time employee.

6. Spinal Victim:

- a. Two long whistle blasts.
- b. Enter water with stride or compact jump unless the victim is near you or the side of the pool; then use an ease-in entry.

- c. Swim to the victim using heads up breaststroke and use either a head splint or head and chin support carry.
- d. Check the victim for consciousness and vitals, immediately.
- e. At this time, the pool should be cleared, 911 called, backboard, and first aid kit, AED and oxygen tanks (BVM) brought out to the rescuer.

If victim is breathing:

- f. Strap victim to backboard.
- g. Remove victims from the pool, care for shock and wait for ambulance to arrive.
- h. Fill out the necessary forms from the Critical Incident folder.
- i. Re-open the pool only at the request of a full-time employee.

If victim is not breathing:

- a. Relay vital information to lifeguards on deck
- b. Two secondary rescuers will get into the water with the backboard and sink the board for the primary rescuer.
- c. Once the victim is on the backboard, move to the nearest wall.
- d. Maintain control of the head and strap only the underarm strap
- e. Two lifeguards on deck will each grab one side of the head of the board and one side of the head of the victim.
- f. Lift the victim out of the water, (Use care not to bump backboard on deck.)
- g. A gloved secondary rescuer will perform a primary survey.
- h. Rescue breathing and CPR will be administered as necessary.
- i. Anytime breathing is necessary, use oxygen with the BVM.
- j. Anytime CPR is necessary, use the AED.
- k. Continue to care for the victim until the ambulance arrives.
- l. Fill out the necessary forms from the Critical Incident folder.
- m. Re-open the pool only at the request of a full-time employee.

7. On Deck Emergencies

- a. This includes all emergencies that occur out of the water at or near our facilities. Some examples include but are not limited to locker room injuries, falling from a high dive, fights, automobile accidents, and chemical burns.
- b. Check the victim for consciousness and vitals, immediately.
- c. Notify another staff member and call 911 if necessary.
- d. If the victims cannot move on their own, leave them where they are and wait for an ambulance.
- e. If a second rescuer is needed to assist in caring for the victim, clear the pool.
- f. First Aid, Rescue breathing, and CPR will be administered as necessary.
- g. Anytime breathing is necessary, use oxygen with the BVM.
- h. Anytime CPR is necessary, use the AED.
- i. Continue to care for victim until the ambulance arrives or they are capable of leaving or getting a ride from family or friends. (Staff members cannot give rides to victims)

- j. Continue to care for the victim until the ambulance arrives.
 - k. Fill out the necessary forms from the Critical Incident folder.
 - l. Re-open the pool only at the request of a full-time employee.
8. Patrons Under the Influence of Alcohol / Drugs. Patrons suspected to be under the influence of alcohol or drugs should not be allowed to enter the facility, but if they enter undetected follow the following procedures:
- a. Ask the patron(s) to leave the facility.
 - b. If the patron remains in the facility, do not force the patron to leave and call 911.
 - c. Keep other patrons away from the intoxicated patrons.
 - d. Maintain visual of the intoxicated patron(s) and leave alone until police arrive.
 - e. Do not allow intoxicated patron(s) in the water if possible.
9. Fight - In water:
- a. Attempt to stop the fight verbally or with a whistle.
 - b. If unsuccessful, clear the pool immediately.
 - c. If the fight is between small children, no less than two lifeguards enter the water and pull the children away from each other at the same time.
 - d. If the fight is between teenagers or adults, call 911, and wait for the police.
 - e. Do not enter the water unless the situation becomes life threatening for any victim(s).
10. Fight - On Deck:
- a. Attempt to stop the fight verbally or with a whistle.
 - b. If unsuccessful, clear the area.
 - c. If the fight is between small children, no less than two lifeguards pull the children away from each other at the same time.
 - d. If the fight is between teenagers or adults, call 911, and wait for the police.
 - e. Do not intervene at any time unless the situation becomes life threatening, and staff can do so safely.
11. Lightning:
- a. Clear pool and gather patrons in locker rooms or courtyard.
 - b. Keep patrons and staff away from all glass and tall metal poles.
 - c. Avoid using the telephone.
 - d. Allow patrons back in pool after 30 minutes with no lightning and/or thunder.
 - e. If lightning continues, close the pool with a posted sign, leave equipment out, and do not cover it with tarps.
 - f. The same procedures will apply to severe rainstorms and hailstorms, except the tarps will not be used to cover the pool.
12. Power Failure:

- a. Anytime the power goes out, call Facilities Supervisor to reset items in the pump room. If power failure occurs during the daylight hours, keep the pool open until the chlorine drops below 1.0 ppm.:
- b. If power failure occurs after sunset, while lights are in use:
 - i. Close the pool immediately.
 - ii. Clear the pool of all patrons.
 - iii. Check the bottom of the pool for any victims.
- c. If power remains off at the facility or in the area for 15 minutes or longer close the entire facility.
- d. Keep all patrons in the entry way or out front until all have left the facility area.

13. Natural Gas Leaks. If you smell a gas leak:

- a. Call PG&E and the Aquatics Coordinator immediately.
- b. Review Emergency Exit diagram.
- c. Evacuate staff and patrons through Emergency Exits upwind from the leak.
- d. Care for any staff or patrons affected by the gas.

14. Fire:

- a. Clear all patrons from affected area.
- b. Use fire extinguishers located throughout the facilities to put fire out.
- c. If the fire cannot be contained with fire extinguishers, review Emergency Exit diagram and evacuate the facility through the Emergency Exits and keep patrons away from the facility.
- d. Call 911 immediately.
- e. If possible, shut off natural gas meters.
- f. Care for any patrons injured by fire.
- g. Follow directions from the Fire Department.

15. Earthquake:

- a. Once the earthquake stops, clear the pool.
- b. Check the bottom of the pool for victims, cracks, etc.
- c. Evacuate patrons through Emergency Exits to a field upwind from the facilities.
- d. Check for natural gas leak in pump room connected to the Cogen unit and/or in the courtyard.
- e. If a natural gas leak is present, shut off the natural gas in the courtyard.
- f. Maintain crowd control.
- g. Care for any patrons injured.
- h. Call 911, if necessary.

16. Armed Robbery:

- a. All staff are to do exactly what the perpetrator says when staff feels their life is being threatened.
- b. Get a good mental picture for police description.
- c. Call 911.
- d. Fill out the incident report with all details.
- e. Close the pool if necessary.

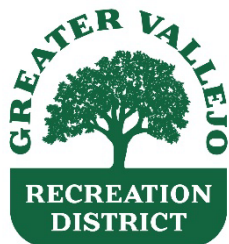
17. Shooting / Drive by Shooting:
 - a. While shooting takes place, drop and find cover.
 - b. If guarding or in the guard stand, drop to the deck immediately.
 - c. Call 911, whether during the shooting or immediately following.
 - d. Care for any patrons injured.
 - e. Maintain crowd control.
 - f. Collect information pertaining to shooter(s) - sex, age, race, type of car, # of shooters, etc.

18. Bomb Threat:
 - a. If a threat is made by phone, follow the Bomb Threat Telephone Procedure located on the next page.
 - b. Call 911 immediately and follow directions.

19. Fecal Incident, Well-Formed Stool or Vomit:
 - a. Clear the area.
 - b. Check for adequate chlorine in the area.
 - c. Remove as much of the material as possible using a net or scoop.
 - d. Vacuuming is not recommended unless it discharges waste. (If the material is sent back to the filter, it may only spread the problem).
 - e. Add additional disinfectant as necessary.
 - f. Reopen the area after 30 minutes.

20. Diarrhea:
 - a. Clear the pool.
 - b. Add chlorine to raise the pool to 20 ppm, or equivalent using other disinfectants.
 - c. Remove any chunks or pieces.
 - d. Allow some time for the disinfectant to spread and work on the extra organic material. In addition, when applying disinfectants, avoid "hot" spots of disinfectant that swimmers may swim through.
 - e. Allow about eight (8) hours of total downtime.
 - f. Recheck for adequate chlorine.
 - g. Reopen pool.

21. Emergencies with Limited Staff:
 - a. Emergency Action Plan (EAP)'s w/ two people – use bystanders as appropriate and certifications allow.



BOARD COMMUNICATION

Date: June 28, 2023

TO: Board Chairperson and Directors

FROM: Gabe Lanusse

SUBJECT: Approve 3-Year Memorandum of Understanding between Greater Vallejo Recreation District and SEIU Local 1025 for 2023-2026

BACKGROUND AND DISCUSSION

GVRD negotiating team has concluded negotiations for the new agreement for July 1, 2023, through June 30 2026 with SEIU on behalf of the GVRD Board of Directors. The current agreement was a two-year agreement that was negotiated during COVID and expires June 30 2023. Many hours were spent negotiating with SEIU and the negotiating team would like to thank them, and the Board, for what we interpret as a good contract for both sides.

The previous agreements the District has had with the employee groups have been extremely conservative because of COVID. The last agreement provided for pay increase totaling 3.5% for two years. The District has appreciated the cooperation that has existed between the agency and its employee unions. This has allowed the District to continue to offer parks, facilities, and the recreational programming, that the residents of Vallejo have come to expect.

The new agreement provides salary increases annually to the employees for a total of 14.5% over three years. The health insurance plans stay the same for single, and plus one. Family plan will see an increase from 70% (seventy percent) to 75% (Seventy-five percent). Dental benefit to increase from \$2000 (two thousand) to \$2200 (two thousand, two hundred) annually. The cap will remain on health premiums, and an increase from \$225 (two hundred twenty-five dollars) to \$400 (four hundred dollars) for opting out of our medical plan. An increase in vacation buy back with an increase hour for hour is included. Time keeping will go from ¼ hour to 1/10 of an hour. The floating holiday will be cashed out at the end of the year, if not used. This meets current law as an employee cannot lose it. The grievance procedure has been updated, and probation is now one year in length with the step increase at the end of the year, vacation allowed at six months, and the opportunity to contribute to a 457 plan at six months as well. This agreement helps provide for our employees, and addresses aspects of retention, and heading towards being competitive in wages. A compensation study will also begin with a consultation to SEIU, with a meet and confer when completed. Language regarding

Union orientation was memorialized, even though the practice has been going on since the Janus ruling. A side letter of a “Me Too” clause lasting only the length of this contract was also added, but only includes general wage increases, and health. It does not include wage increases that are a result of the compensation study for specific classifications. For example, if a Park Worker II had an adjusted increase of 2%, this does not mean that any SEIU member would also see an increase of 2% if the study showed they should receive a 1% increase.

SEIU took the proposals to their membership for ratification, and it was approved on June 7th 2023.

RECOMMENDATION

Approve Memorandum of Understanding between Greater Vallejo Recreation District and SEIU.

FISCAL IMPACT

The cost for this contract to the GVRD is estimated to be \$484,659.88

for the 3 (three) year term of the agreement. This may increase due to the compensation study to be performed during this contract.

ALTERNATIVES CONSIDERED

GVRD negotiating team and the negotiating team for SEIU met and worked on this agreement for multiple sessions from January through June. Many alternatives were considered and discussed with reports to the GVRD board. The GVRD negotiating team kept within the guidelines and directions provided by the board. The GVRD board provided direction on many aspects. In the end, SEIU and the GVRD negotiating team felt that the agreement reached was the best for all.

ENVIRONMENTAL REVIEW

N/A

PROPOSED ACTION

Approve Memorandum of Understanding between Greater Vallejo Recreation District and SEIU, and authorize the Chairman of the Board of Directors to sign the agreement.

DOCUMENTS AVAILABLE FOR REVIEW

- a. GVRD Summary of SEIU Agreement
- b. SEIU Redline Draft Agreement
- c. GVRD Side Letter with SEIU

SEIU Local 1021 Contract Summary

1. *Term, Salary, Compensation Study, Additional Steps, Longevity, Probationary Period*

A. Three (3) year term

B. Wages

Year 1: Effective July 2023, employees shall receive a seven percent (7%) wage increase.

Year 2: Effective July 2024, employees shall receive a four percent (4%) wage increase.

Year 3: Effective July 2025, employees shall receive a three and a half percent (3.5%) wage increase plus any agreed upon equity increases from the Compensation Study.

C. Compensation Study

Study be completed no later than June 30, 2024. The District will meet and confer regarding potential market adjustments at the conclusion of the study.

D. Addition of Two Steps to Wage Schedule

The District shall add two additional steps to the current wage schedule: (1) Step 6 effective July 2023 for any unit members who have served one year of satisfactory service in Step 5 and (2) Step 7 effective July 2024. Should an employee not qualify due to tenure in the step, they qualify on their anniversary date.

E. Longevity increased from 1.5% to 2% at 20 years

F. Effective January 2024, one year probationary period for new unit members

2. *Agreement for "Me Too"*

A side letter of agreement for reciprocity for any (1) an across-the-board increase to base salary/wage rate that exceeds any salary increases contained in this MOU, (2) an improved contribution rate to health benefits, or (3) any change in dental benefits offered to another represented group (i.e., IBEW). The Me-Too Clause does not apply to any compensation increase based upon a class-specific classification survey, will remain in effect during the term of the MOU, and will sunset effective June 30, 2026 / not be included in the subsequent successor MOU.

3. *Health Benefits*

A. Increase District contribution for family health plans from 70% to 75% effective January 2024

B. Increase opt out payment from \$225 to \$400

C. Increase dental coverage from \$2000 to \$2200

4. *Holiday Pay and Leaves*

A. Change requirement for doctor's note to after three (3) shifts as opposed to three (3) days

B. In order to use sick leave, notify supervisor before shift of calling off sick instead of within an hour after

SEIU Local 1021 Contract Summary

- C. Prorated sick and annual leave accruals for employees working less than full-time after 90 days
- D. Allow new employees to take paid leave and access other benefits sooner: floating holidays and comp time are available upon date of hire, and can use annual leave and access deferred compensation after six (6) months of employment.
- E. Increase bereavement leave by one (1) day in accordance with state law
- F. Increase how many hours, on an annual basis, an employee can cash accrued annual leave and decrease the leftover balance requirement; maintain the provision that it is one-for-one.
- G. Make MOU language consistent with payroll practice for holiday pay when members have to work the holiday (i.e., straight time pay for the holiday and double time rate for time worked).
- H. The floating holiday is paid out if not used.
- I. Sick and annual leave usage permitted in smaller time increments (moving from one quarter to one tenth)

5. *Disciplinary Actions and Grievance Procedure*

- A. Eliminate the Adjustment Board and route higher-level discipline to the Personnel Committee
- B. Provide more time (i.e., 10 days) for the Personnel Committee to render its decision on discipline and, in the instance of a grievance, for the supervisor to respond at the first step and for the Superintendent, General Manager or designee to respond at the second step
- C. Allow higher-level discipline to be appealed to the Board
- D. Exclude discipline from the grievance procedure
- E. Insert a step into the grievance procedure for the Personnel Committee to hear an appeal before it goes to the Board

6. *Clean-up Overtime, Use of Comp Time, Schedule Change*

- A. Clarify that overtime is compensated as pay or comp time and increase the period over which comp time can be used (from 45 days to within 180 days)
- B. Notice employees of a temporary schedule change at least two (2) weeks in advance

7. *Identification of Union Members post Janus*

- A. Clarify what information the District is responsible for providing the union and in what timeframe and manner in accordance with the law

Greater Vallejo Recreation District
Service Employees' International Union Local 1021 (SEIU)
MOU 2023 - 2026
Board Ratification
June 22, 2023

1. Term

Article 19. Term

~~July 1, 2021 – June 30, 2023~~ July 1, 2023 – June 30, 2026

2. Salary, Additional Steps, Longevity, Probationary Period, Compensation Study

Article 13. Compensation

- A. ~~Year 1: 1.25% increase to base salaries (effective July 1, 2021)~~ Wages
Year 1: Effective the first pay period in July 2023, employees shall receive a seven percent (7%) wage increase.
Year 2: Effective the first full pay period in July 2024, employees shall receive a four percent (4%) wage increase.
Year 3: Effective the first full pay period in July 2025, employees shall receive a three and a half percent (3.5%) wage increase plus any agreed upon equity increases stemming from the Compensation Study set forth in Article 13.L.
- B. ~~Year 2: 2.25% increase to base salaries~~ Addition of Two Steps to Wage Schedule
The District shall add two additional steps to the current wage schedule. The first new step, Step 6, shall become effective the first full pay period in July 2023, and shall be available to any unit members who have served one year of satisfactory service in Step 5. Should an employee not qualify on that date in July 2023 due to tenure in the step, they shall qualify on their anniversary date.
The second new step, Step 7, shall become effective the first pay period in July 2024, and shall be available to any unit members who have served one year of satisfactory service in Step 6. Should an employee not qualify due to tenure in the step, they shall qualify on their anniversary date.
In all other respects, Step 6 and 7 shall function as current steps 1-5.
- C. A member who has been employed by the DISTRICT for twenty (20) years or longer will receive a ~~one and one-half percent (1 ½%)~~ two (2%) increase in compensation.
- D. Effective January 1, 2024, the probationary period for new unit members shall be six one (61) months-year. During this probationary period, new employees may be terminated at the will of the DISTRICT. The promotional probationary period for unit members is six (6) months from the date ~~offer~~ promotion. During this promotional probationary period, employees may be released back to their

former position at the will of the DISTRICT. Probation can be extended once with a one (1) time, three (3) month extension.

...

Add to Article 13. a new section L. Compensation Study

The District will consult with the Union to establish a list of comparable Counties, Cities and Districts and other parameters that will be used for classification and compensation (wage and/or total comp) studies.

The District will perform a compensation study which shall be completed no later than June 30, 2024. The District will meet and confer regarding potential market adjustments at the conclusion of the study and shall be concluded in time for implementation in the first full pay period in July 2025.

3. Sick Leave Dr's Note and Call In Procedures, Prorated Leave Accruals, Bereavement Leave, Timekeeping, New Member Benefits

Article 6. Leaves, A. Sick Leave

Section 4.

A doctor's certificate shall be required by the DISTRICT for sick leave in excess of three (3) ~~days~~ shifts.

Section 6.

In order to receive compensation while absent on sick leave, the unit member shall notify his/her immediate supervisor or the administration office by telephone, text, or email ~~before~~ ~~within one (1) hour after~~ the time set for the beginning of his/her daily duties. The member must comply with the notification provision in this section on a daily basis during his/her absence on sick leave except when a doctor's certificate is provided no later than the fourth (4th) day of the absence or the member is hospitalized and unable to comply with this provision. (If in the initial contact the employee advises that the absence will encompass multiple days, the notification requirement is fulfilled; however, if applicable, the doctor's certificate requirement remains.)

Section 7.

Unit members on sick leave or disability for less than ninety (90) days shall accumulate annual leave and sick leave the same as if the employee had worked, except those unit members taking catastrophic leave as set forth below. Employees accrue annual and sick leave, at a prorated rate (i.e., an hour-for-hour basis), when working in a non-full-time status. Employees will not accrue annual leave or sick leave after being off for more than ninety (90) days.

Section 9.

Sick leave may be taken in ~~.25~~ one-tenth of an hour increments.

Article 6. Leaves, D. Bereavement Leave

Each unit member shall be eligible for paid bereavement leave up to a maximum of ~~four~~ five (5) working days per bereavement for the death of the employee's spouse, parent, brother, sister, child, grandparent, grandchild or registered domestic partner, parent-in-law or the corresponding relation(s) by affinity, provided:

1. The unit member notifies the DISTRICT of his/her absence on the first (1st) day of such absence, or sooner if able to do so.
2. The absence occurs on a day the unit member was scheduled to work.
3. The unit member on request must provide sufficient proof as required by the DISTRICT.

In the event that the member is required to travel in excess of one thousand ($\geq 1,000$) miles for the purposes of bereavement leave, a ~~sixth (6th)~~ fifth (5th) day of bereavement leave shall be added.

Bereavement leave which exceeds ~~four (4)~~ five (5) days, or ~~five (5)~~ six (6) days as set forth above, shall be deducted from the employee's annual leave or sick leave at the employee's option.

Add to Article 6. a new section I. New Member Benefits

Floating holidays, comp time and sick leave are available upon date of hire. Employees will be able to use annual leave and access deferred compensation after six (6) months of employment.

4. Holiday Pay, Floating Holiday Cashed Out, New Member Benefits, Timekeeping, Annual Leave Cash Out

Article 7. Holidays and Vacation, A. Holidays

Section 2.

Unit members required to work on a paid holiday shall receive ~~eight (8) hours compensatory time off holiday rate of pay. P~~ pay for the Holiday and double time rate for time worked.

Section 4.

~~Lincoln's Birthday shall be designated as a floating holiday and may be taken at any time during the year.~~ The floating holiday, if not taken in that calendar year, will be waived cashed out in the first full pay period in January of the following year.

Article 7. Holidays and Vacation, B. Vacation

Section 5.

During the first six (6) months of a new member's probationary period, annual leave will accumulate but will not be available for use by the unit member.

Section 6.

Annual leave may be taken in ~~.25~~one-tenth of an hour increments.

Section 7.

Based upon a calendar year, if a participant uses any annual leave during that year they can apply only once during December 1-15 to sell back up to ~~sixty (60)~~one hundred (100) hours that year. It is a one (1) hour used for one (1) hour sell back. For example, if they use thirty-two (32) hours of annual leave, at the end of the year they can sell back thirty-two (32) hours. In order to qualify, besides using annual leave, they must have ~~two hundred forty (240)~~eighty (80) hours of annual leave in their account at the time of the request to sell the hours.

5. Health Benefits

Article 12. Benefits

A. Throughout the term of this Agreement DISTRICT shall pay one hundred percent (100%) of the cost of health benefits for the employee; eighty percent (80%) of the cost of health benefits for the employee and one (1) dependent; and, effective January 1, 2024, ~~seventy-five percent (7075%)~~ of the cost of health benefits for the employee and more than one (1) dependent.

B. The payments for any increase in health benefits by DISTRICT during the life of the within Agreement shall not exceed One Hundred Fifty Dollars (\$150.00) per month during the term of this Agreement for the employee; Two Hundred Dollars (\$200.00) per month during the term of this Agreement for the employee and one (1) dependent; and shall not exceed Three Hundred Dollars (\$300.00) per month during the term of this Agreement for the employee and more than one (1) dependent.

1. Employees who opt to decline health insurance provided by DISTRICT shall receive a ~~Two Hundred Twenty-five Dollar (\$225.00)~~ Four Hundred Dollar (\$400.00) monthly in lieu of payment. In order to qualify for this payment, the employee must provide to DISTRICT proof of health insurance coverage throughout the term of this Agreement. ~~Pursuant to agreement with IBEW, this provision does not trigger the "me too" clause as set forth in the IBEW Agreement.~~

C. For insurance cap purposes as set forth in paragraph 12B above, the medical insurance rates for calendar years ~~2024~~2024 and ~~2022~~2025 shall be at the ~~2024~~2024

insurance rate. The medical insurance rates for 2026 shall be at the 2026 insurance rate.

D. The DISTRICT will pay the premium for each employee and dependent(s) under the approved group dental plan. The dental coverage set forth within this section shall be Two thousand, two hundred dollars (~~\$2,000~~\$2,200) per year for the employee and dependents under the approved group dental plan. Unit members working less than forty (40) hours per week will receive a proration of the employer's contribution for a full-time employee with the same coverage.

6. Discipline and Grievance Procedure

Article 9. Discipline

A. Permanent employees who are to be disciplined shall be provided notice of such action.

1. A description of the proposed action to be taken and the effective date or dates of the proposed action shall be provided to the employee not less than ten (10) working days prior to the effective date of such action.

2. A clear and concise statement of the reason(s) for the proposed action.

3. A statement that the unit member has the right to respond to the charges.

B. A unit member may respond to the action within ten (10) working days of the receipt of the action. If the unit member elects to respond in person, a meeting shall be scheduled with the General Manager or designee at which meeting the employee shall be afforded the opportunity to respond to the proposed action. The unit member is entitled to representation at this meeting. The General Manager or designee may amend, modify, revoke or sustain any or all of the charges.

C. For all discipline involving a Termination, Demotion or Suspension, the~~The~~ General Manager or designee will provide written notice of the unit member's right to appeal to the an-Adjustment BoardPersonnel Committee, a standing subcommittee of GVRD Board of Directors, and the time within which that appeal must be made. Appeals to the ~~Adjustment Board~~Personnel Committee must be filed in writing within ten (10) working days of the receipt of the decision of the General Manager.

The ~~Adjustment Board~~Personnel Committee will be convened within twenty (20) working days of receipt of the timely request for ~~an Adjustment Board a hearing~~. ~~The Adjustment Board shall be comprised of one (1) representative appointed by the DISTRICT, one (1) representative appointed by the UNION,~~

~~and one (1) representative from State Mediation and Conciliation Service (SMCS) selected by mutual agreement of the parties to act as chair. Within five (5) ten (10) working days of this meeting, the Adjustment Board Personnel Committee shall deliver to the General Manager and appellant a written, non-binding opinion.~~

D. ~~For appeals of Terminations, Demotions or Suspensions, either~~ Either party may appeal the decision of the ~~Personnel Committee. Adjustment Board. Appeals of Suspensions of less than five (5) days shall be referred to the Personnel Committee for a final and binding decision. Appeals of Terminations, Demotions or Suspensions of five (5) days or more shall be referred to the full Board for a final and binding decision. If no appeal is taken or an appeal to the Personnel Committee results in a tie, then the opinion of the Adjustment Board shall be adopted by the DISTRICT.~~

~~Appeal to the Personnel Committee or Board shall be in writing and must be made within five (5) working days of the issuance of opinion by the Adjustment Board.~~

Article 10. Grievance Procedure

A. The term grievance is an allegation that there has been a misinterpretation, misapplication or violation of this Agreement. This article shall not apply to disciplinary actions covered by Article 9.

B. Procedure.

Step 1: In order to be considered, a grievance must be discussed with the unit member's immediate supervisor within ten (10) working days of the occurrence or knowledge of the event giving rise to the grievance. The supervisor shall respond within ~~five (5) ten (10)~~ working days.

Step 2: If the grievant is dissatisfied with the supervisor's response or if no response is made within the time provided, the unit member shall reduce the grievance to writing and present it to the Superintendent, General Manager or designee. In order to be considered, the written grievance must be submitted within ten (10) working days of the supervisor's response or the date a response was due.

The written grievance must:

- a. State the facts upon which it is based;
- b. State when the event occurred;
- c. Specify the section(s) of this memorandum alleged to have been

violated, misinterpreted or misapplied;

- d. Specify the desired resolution; and
- e. Be signed by the grievant and his/her UNION representative.

The Superintendent, General Manager or designee shall meet with the grievant and ~~his/her~~ their representative within ~~five (5)~~ ten (10) working days of receipt of the grievance. Within ~~five (5)~~ ten (10) working days of the meeting, the ~~Superintendent~~, General Manager or designee shall render a decision. If the grievant is not satisfied with the response, ~~he/she/they~~ shall have ~~five (5)~~ ten (10) working days to appeal to ~~the grievance committee established by the DISTRICT and the UNION. the Personnel Committee, a standing subcommittee of GVRD Board of Directors.~~ Appeals to the Personnel Committee must be submitted within ten (10) working days.

The Personnel Committee will consider the appeal at its next scheduled meeting, but not later than 45 calendar days from receipt of a timely appeal will be convened within twenty (20) working days of receipt of the timely request for an appeal hearing. Within ten (10) working days of this meeting, the Personnel Committee shall deliver to the General Manager and appellant a written, ~~non-binding~~ opinion.

Within ten (10) working days of the ~~non-binding~~ opinion from the Personnel Committee, if the grievant is dissatisfied with the decision, the grievant can appeal the Personnel Committee's decision move to the grievance to the full Board of Directors. The Board's decision will be final and binding.

~~Step 3: Upon receipt of the non-binding opinion from tat the next regularly scheduled Board meeting, the Board of Directors shall have five (5) ten (10) working days to consider the recommendations and make a final and binding decision. Such written decision shall be delivered to the UNION and the unit member.~~

C. Time limits at any step of this procedure may be waived by mutual agreement. Failure by the UNION and/or grievant to meet the specified timelines shall preclude further processing of the grievance. Failure of the DISTRICT to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.

D. UNION representatives shall suffer no loss of pay for time spent investigating complaints and processing grievances hereunder. Said representatives shall notify their supervisor as to their leaving the job for these purposes. Reasonable advance notice must be given to include when and how long the person will be absent and when they are scheduled to return. No more than one UNION representative may be absent from his/her job to represent

UNION on the same matter unless specifically provided for. Preparation time shall not exceed four (4) hours unless the parties agree to a greater number in writing.

7. Overtime (clean up), Use of Comp Time, Schedule Change

Article 5. Hours

Section B.

Each employee covered under this Agreement who is required to work in excess of forty (40) hours in any calendar week ~~with proper authorization may~~will be compensated at ~~the employee's choice either by cash at~~ the rate of one and one-half (1 ½) times the amount of time worked in pay or ~~as overtime or by~~in compensatory time off ~~at the rate of one and one-half (1 ½) times the amount of time worked as overtime except when federal regulation regarding overtime compensation may preclude the exercise of this option.~~

Section D.

Compensatory time must be used within ~~one hundred eighty (180)~~forty-five (45) calendar days of being earned. The employer may make efforts to permit scheduling of earned compensatory time off. If compensatory time is not used within the allotted time, then the District will cash out the compensatory time that has only exceeded the ~~one hundred eighty (180)~~forty-five (45) day calendar time frame.

Add to Article 5. a new section G.

G. Temporary Schedule Change - Prior to a temporary change to a member's regular schedule, the District will notice the employee in writing at least two weeks in advance, except with the consent of the employee.

8. Identification of New Members

Add to Article 4. Union Rights a new section E.

E. Each newly hired SEIU represented employee shall participate in a one (1) hour mandatory and in-person orientation meeting conducted by the Union within the first seven (7) calendar days from the date of hire during regular working hours without loss in compensation. One Union steward may participate in the orientation and shall suffer no loss in compensation. The Authority shall provide the designated Union representative with at least ten (10) days' notice of the anticipated first day of employment of each newly hired employee. If the newly hired employee's start date is fewer than ten (10) days after the date of hire, the Authority shall give the Union notice within twenty-four (24) hours of the date of hire.

The District shall provide the Union with electronic notification in malleable electronic format the following (Excel or similar) within 30 calendar days of the date of hire or by the first pay period of the month following hire:

1. Full name (last, first and middle name or initial)
2. Bargaining unit
3. Department
4. Job Title
5. Work location
6. Appointment type
7. Hire date
8. Job class entry date
9. Salary schedule step
10. Hourly rate
11. Health plan selected
12. Home address
13. Phone numbers (work numbers, home number, and personal cell number)
14. Email addresses (District and personal)

June 28, 2023

RE: Agreement for equitable compensation treatment by Greater Vallejo Recreation District between all bargaining units and Service Employees' International Union, Local 1021

Background

Greater Vallejo Recreation District (District) and Service Employees' International Union, Local 1021 (SEIU) have reached an agreement on the terms for the parties' successor Memorandum of Understanding (MOU). To ensure that SEIU will not suffer economic hardship from being the first unit to enter into an agreement for a successor MOU, the parties have agreed to this "Me-Too" Agreement.

The following page is the side letter.

**Side Letter of Agreement between the Greater Vallejo Recreation District
and Service Employees' International Union
June 22, 2023**

This letter confirms the intent of the Greater Vallejo Recreation District (District) and the Service Employees' International Union, Local 1021 (SEIU) to establish an agreement outside of the parties' Memorandum of Understanding (MOU).

If, during the term of the July 1, 2023, to June 30, 2026 MOU, the District grants employees in any bargaining unit (1) an across-the-board increase to base salary/wage rate that exceeds any salary increases contained in this MOU, (2) an improved contribution rate to health benefits, or (3) any change in dental benefits, the District shall adjust these provisions contained in the parties' MOU so that they are equivalent to those granted to employees in that other bargaining unit. Such adjustments shall be effective at the time the benefits are granted to the employees in the other bargaining unit.

For the purposes of this Agreement, the term "bargaining unit" refers to a bargaining unit where a single employee association has been granted exclusive representation rights (i.e., represented employees) pursuant to the Meyers-Milias-Brown Act. This Me-Too Clause shall not apply to any compensation increase based upon a class-specific classification survey.

This Agreement will remain in effect during the term of the MOU, and will sunset effective June 30, 2026, and will not be included in the subsequent successor MOU.



Greater Vallejo Recreation District
Balance Sheet
All Funds Combined
May 31, 2023

Assets

Cash - Solano County	4,532,341.35
Cash - General Account - Bank of the West	105,882.19
Cash - Payroll - Bank of the West	304,077.17
Cash - Umpqua Bank - Reserve Account	1,680,301.25
Cash - Retiree Benefit Trust Fund	1,298,519.88
Accounts Receivable	<u>(251,733.38)</u>

Total Assets **7,669,388.46**

Liabilities

Accounts Payable	(1,152.21)
Payroll Related Payables	(9,506.46)
Building Deposits Payable	42,566.54
Amount Due Customers - Etrak	4,095.78
Umpqua - CalPERS UAL	<u>52,537.85</u>

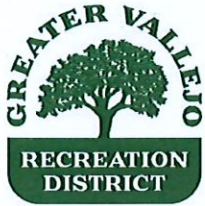
Total Liabilities 88,541.50

Net Assets

Fund Balance - Restricted Operating Reserve	1,300,000.00
Fund Balance - Unrestricted Operating Reserve	4,198,718.77
Fund Balance - Restricted Retiree Benefit	1,298,519.88
Fund Balance - Designated Reserve 15%	1,680,301.25
Excess Revenues Over Expenses	<u>(896,692.94)</u>

Total Net Assets 7,580,846.96

Total Liabilities and Net Assets **7,669,388.46**



Greater Vallejo Recreation District
Financial Report Year-to-Date
as of May 31, 2023
All Funds

<u>Revenue</u>	<u>Actual</u> <u>Yr to Date</u>	<u>Annual</u> <u>Budget</u>	<u>Amount</u> <u>Remaining</u>	<u>Percent</u>
Administration	7,720,321	8,027,837	307,516	96.17%
Facilities	0	0	0	0.00%
Park Maintenance & Visitor Service	211,877	218,400	6,523	97.01%
Recreation	1,506,038	1,398,151	(107,887)	107.72%
Capital Improvements	0	3,324,690	3,324,690	0.00%
Total Revenues	9,438,236	12,969,078	3,530,842	72.77%
<u>Expenses</u>	<u>Actual</u> <u>Yr to Date</u>	<u>Annual</u> <u>Budget</u>	<u>Amount</u> <u>Remaining</u>	<u>Percent</u>
Administration & General Support	2,169,943	2,410,942	240,999	90.00%
Planning & Development	179,632	188,741	9,109	95.17%
Facilities	1,277,413	1,450,172	172,759	88.09%
Visitor Services	104,967	155,433	50,466	67.53%
Landscaping & Grounds	1,730,781	2,160,910	430,129	80.10%
Recreation	3,033,006	3,116,168	83,162	97.33%
Capital Improvements	1,839,186	3,485,447	1,646,261	0.00%
Contingency Reserve	0	1,265	1,265	0.00%
Retiree Medical Benefit - OPEB	0	0	0	0.00%
Total Expenditures	10,334,928	12,969,078	2,634,150	79.69%
Net Revenues Over (Expenditures)	(896,692)	0	896,692	

Greater Vallejo Recreation District
Financial Report Year-to-Date
7/2022-5/2023
All Funds Detailed

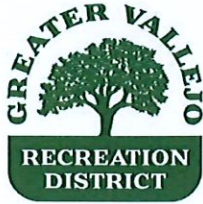
<u>Revenues</u>		<u>Actual</u>	<u>Annual</u>	<u>Variance</u>	<u>Percent</u>	
		<u>Yr to Date</u>	<u>Budget</u>			
001	Administration	7,720,321	8,027,837	307,516	96.17%	7,720,321
200	Planning & Development	0	0	0	0.00%	
300	Facilities	0	0	0	0.00%	-
301	Visitor Services	211,877	218,400	6,523	97.01%	
310	Landscaping & Grounds	0	0	0	0.00%	211,877
010	Recreation Administration	3,700	5,148	1,448	0.00%	
415	Children's Wonderland	39,208	59,560	20,352	65.83%	
430	Break Camp	48,952	49,305	353	99.28%	
450	Vallejo Community Center	17,139	0	(17,139)	0.00%	
451	Foley Cultural Center	238,955	200,000	(38,955)	119.48%	
460	Sports	74,585	116,120	41,535	64.23%	
465	Community Events	3,972	13,600	9,628	29.20%	
480	ExLP	290,662	166,542	(124,120)	174.53%	
481	After School Programs	389,705	280,000	(109,705)	139.18%	
486	Teen Services	43,731	2,200	(41,531)	1987.78%	
490	Adaptive Recreation	427	6,100	5,673	7.00%	
720	North Vallejo Community Center	28,069	29,035	966	96.67%	
721	South Vallejo Community Center	66,980	54,846	(12,134)	122.12%	
730	Cunningham Pool	259,951	415,695	155,744	62.53%	1,506,038

Total Revenues	9,438,236	9,644,388	206,153	97.86%	9,438,236
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<u>Expenses</u>		<u>Actual</u>	<u>Annual</u>	<u>Variance</u>	<u>Percent</u>	
		<u>Yr to Date</u>	<u>Budget</u>			
001	Administration	1,417,964	1,554,923	136,959	91.19%	
007	Human Resources	343,982	410,048	66,066	83.89%	
100	Finance	407,997	445,971	37,974	91.49%	2,169,943
200	Planning & Development	179,632	188,741	9,109	95.17%	179,632
300	Facilities	1,277,413	1,450,172	172,759	88.09%	1,277,413
301	Visitor Services	104,967	155,433	50,466	67.53%	104,967
310	Landscaping & Grounds	1,730,781	2,160,910	430,129	80.10%	1,730,781
010	Recreation Administration	385,568	408,720	23,152	94.34%	
415	Children's Wonderland	211,593	208,340	(3,253)	101.56%	
430	Break Camp	118,160	190,272	72,112	62.10%	
450	Vallejo Community Center	49,565	17,562	(32,003)	282.23%	
451	Foley Cultural Center	323,951	353,972	30,021	91.52%	
460	Sports	134,057	209,219	75,162	64.07%	
465	Community Events	46,216	79,998	33,782	57.77%	
480	ExLP	429,847	300,786	(129,061)	142.91%	
481	After School Programs	397,729	369,336	(28,393)	107.69%	
486	Teen Services	1,073	7,883	6,811	13.61%	
490	Adaptive Recreation	2,321	9,377	7,056	24.75%	
720	North Vallejo Community Center	41,978	47,720	5,742	87.97%	
721	South Vallejo Community Center	69,744	60,220	(9,524)	115.82%	
730	Cunningham Pool	821,204	852,763	31,559	96.30%	3,033,006
	Capital Improvements	1,839,186	3,485,447	1,646,261	52.77%	1,839,186
	Contingency Reserve	0	1,265	1,265	0.00%	
	Retiree Medical Benefit - OPEB	0	0	0		

Total Expenditures	10,334,928	12,969,078	2,634,150	79.69%	10,334,928
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Net Revenues Over (Expenditures)	(896,693)	(3,324,690)	(2,427,997)		(896,693)
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Greater Vallejo Recreation District
 Financial Report Year-to-Date
 as of May 31, 2023
 Measure K

<u>Revenue</u>	<u>Actual Yr to Date</u>	<u>Annual Budget</u>	<u>Amount Remaining</u>	<u>Percent</u>
Administration	2,022,802	2,250,000	227,198	89.90%
Total Revenues	2,022,802	2,250,000	227,198	89.90%
<u>Expenses</u>	<u>Actual Yr to Date</u>	<u>Annual Budget</u>	<u>Amount Remaining</u>	<u>Percent</u>
Administration & General Support	30,859	91,000	60,141	33.91%
Facilities	777,375	877,892	100,517	88.55%
Landscaping & Grounds	577,397	685,551	108,154	84.22%
Recreation	664,600	580,912	(83,688)	114.41%
Capital Improvements	330,577	385,000	54,423	0.00%
Total Expenditures	2,380,808	2,620,355	239,547	90.86%
Net Revenues Over (Expenditures)	(358,006)	(370,355)	(12,349)	

Greater Vallejo Recreation District
 Financial Report Year-to-Date
 7/2022-5/2023
 Measure K Detailed

<u>Revenues</u>		<u>Actual</u>	<u>Annual</u>	<u>Variance</u>	<u>Percent</u>	
		<u>Yr to Date</u>	<u>Budget</u>			
001	Administration	2,022,802	2,250,000	227,198	89.90%	
007	Human Resources	0	0	0		
100	Finance	0	0	0		2,022,802
200	Planning & Development	0	0	0		
300	Facilities	0	0	0		
301	Visitor Services	0	0	0		
310	Landscaping and Grounds	0	0	0		
010	Recreation Administration	0	0	0		
415	Children's Wonderland	0	0	0		
430	Break Camp	0	0	0		
450	Vallejo Community Center	0	0	0		
451	Foley Cultural Center	0	0	0		
460	Sports	0	0	0		
465	Community Events	0	0	0		
480	ExLP	0	0	0		
481	After School Programs	0	0	0		
486	Teen Services	0	0	0		
490	Adaptive Recreation	0	0	0		
720	North Vallejo Community Center	0	0	0		
721	South Vallejo Community Center	0	0	0		
730	Cunningham Pool	0	0	0		

Total Revenues	2,022,802	2,250,000	227,198	89.90%	2,022,802
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<u>Expenses</u>		<u>Actual</u>	<u>Annual</u>	<u>Variance</u>	<u>Percent</u>	
		<u>Yr to Date</u>	<u>Budget</u>			
001	Administration	30,859	89,000	58,141	34.67%	
007	Human Resources	0	0	0		
100	Finance	0	2,000	2,000	0.00%	30,859
200	Planning & Development	0	0	0		
300	Facilities	777,375	877,892	100,517	88.55%	777,375
301	Visitor Services	0	0	0		
310	Landscaping & Grounds	577,397	685,551	108,154	84.22%	577,397
010	Recreation Administration	48,346	10,000	(38,346)		
415	Children's Wonderland	30,850	83,923	53,073	36.76%	
430	Break Camp	0	0	0		
450	Vallejo Community Center	24,508	9,879	(14,629)	248.08%	
451	Foley Cultural Center	51,375	62,000	10,625	82.86%	
460	Sports	19,684	40,597	20,913	48.49%	
465	Community Events	924	8,612	7,688	10.73%	
480	ExLP	0	0	0		
481	After School Programs	0	0	0		
486	Teen Services	199	4,707	4,508	4.22%	
490	Adaptive Recreation	66	2,777	2,711	2.38%	
720	North Vallejo Community Center	11,263	12,672	1,409	88.88%	
721	South Vallejo Community Center	18,934	14,000	(4,934)	135.25%	
730	Cunningham Pool	458,451	331,745	(126,706)	138.19%	664,600
	Capital Improvements	330,577	385,000	54,423	85.86%	330,577
	Contingency Reserve	0	0	0	0.00%	
	Retiree Medical Benefit - OPEB	0	0	0	0.00%	

Total Expenditures	2,380,807	2,620,355	239,548	90.86%	2,380,807
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Net Revenues Over (Expenditures)	(358,005)	(370,355)	(12,350)		(358,005)
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Greater Vallejo Recreation District
Revenue and Expense Variance Report
May 2023

	For May Only				Cumulative through May				Adopted Budget	Projected at Year End	Variance	Notes
	Anticipated		Actual		Anticipated		Actual					
	%	\$	Actual	Over/(Under)	%	\$	Actual	Over/(Under)				
REVENUES												
Taxes	0.0%	\$0	\$0	\$0	96.3%	\$7,628,334	\$7,572,343	(\$55,991)	\$7,920,599	\$7,862,462	(\$58,137)	
Administration	9.8%	\$10,500	\$10,175	(\$325)	77.1%	\$82,647	\$147,978	\$65,331	\$107,238	\$192,008	\$84,770	
Parks & Facilities Maint.	7.0%	\$15,200	\$28,563	\$13,363	73.6%	\$160,785	\$211,877	\$51,092	\$218,400	\$287,800	\$69,400	
Recreation	8.5%	\$119,200	\$232,226	\$113,026	85.5%	\$1,195,962	\$1,506,038	\$310,076	\$1,398,151	\$1,760,648	\$362,497	
Capital Improvements									\$3,324,690	\$3,324,690	\$0	
Total Revenues		\$144,900	\$270,964	\$126,064		\$9,067,728	\$9,438,236	\$370,508	\$12,969,078	\$13,427,609	\$458,531	
EXPENSES												
Administration	7.5%	\$181,700	\$164,620	(\$17,080)	89.2%	\$2,150,041	\$2,169,943	\$19,902	\$2,410,942	\$2,433,259	\$22,317	
Parks & Facilities Maint.	10.9%	\$432,400	\$322,972	(\$109,428)	85.2%	\$3,370,851	\$3,292,793	(\$78,058)	\$3,955,256	\$3,863,666	(\$91,590)	
Recreation Programs	8.4%	\$261,200	\$284,371	\$23,171	88.0%	\$2,742,484	\$3,033,006	\$290,522	\$3,116,168	\$3,446,276	\$330,108	
Capital Improvements	8.3%	\$289,292	\$191,590	(\$97,702)	91.6%	\$3,193,715	\$1,839,196	(\$1,354,519)	\$3,485,447	\$3,485,447	\$0	
Contingency Reserve									\$1,265	\$1,265		
Retiree Benefit-OPEB									\$0	\$0		
Total Expenses		\$875,300	\$963,553	(\$201,039)		\$8,263,375	\$10,334,938	\$232,367	\$12,969,078	\$13,229,913	\$260,835	

Change in Fund Balance \$0 \$197,696 \$197,696

BR Bank Register Report

Greater Vallejo Recreation District (0GVRD)

Bank Code: GEN

Document Number	Date	Payee Name / Description	Amount
69804	05/02/2023	Foster Lumber Yards	\$1,015.68
69805	05/02/2023	General Plumbing Supply Co	\$46.67
69806	05/02/2023	Kelly-Moore Paint Co.-NorCal CPC	\$22.90
69807	05/02/2023	Tri-City Fence	\$6,329.96
69808	05/02/2023	Arolo Company, Inc	\$335.00
69809	05/02/2023	AT&T	\$53.50
69810	05/02/2023	Behnamnia Home Inspections	\$2,500.00
69811	05/02/2023	BOLT	\$5,451.37
69812	05/02/2023	BPX Printing & Graphics	\$234.09
69813	05/02/2023	Eileen Brown	\$281.00
69814	05/02/2023	BSN Sports	\$757.12
69815	05/02/2023	AT&T	\$44.64
69816	05/02/2023	Deberah Carey	\$132.25
69817	05/02/2023	Kerry Carmody	\$132.25
69818	05/02/2023	Cintas Corporation	\$373.19
69819	05/02/2023	Clark Pest Control	\$142.00
69820	05/02/2023	Angelito Or Loana Claudio	\$1,253.00
69821	05/02/2023	Comcast	\$459.53
69822	05/02/2023	Vincent Concepcion	\$9,050.00
69823	05/02/2023	Richard Conzelmann	\$683.70
69824	05/02/2023	Crown Hill Materials	\$238.41
69825	05/02/2023	Ewing Irrigation Products, Inc.	\$586.75
69826	05/02/2023	Jose Famalette	\$132.25
69827	05/02/2023	Joe Gatmen	\$200.00
69828	05/02/2023	Patricia Gloyd	\$132.25
69829	05/02/2023	Philip Graham Jr	\$720.00
69830	05/02/2023	Cynthia Hewitt	\$208.52
69831	05/02/2023	Kay Cady-Johnson	\$5,441.10
69832	05/02/2023	Kaiser Permanente-OHSS	\$40.00
69833	05/02/2023	Koff & Associates	\$3,062.50
69834	05/02/2023	Legal Mind Attorney Service	\$105.75
69835	05/02/2023	Lloyd Engineering	\$17,203.99
69836	05/02/2023	Jerome Lohr	\$341.59
69837	05/02/2023	M & M Sanitary LLC	\$552.71
69838	05/02/2023	Prisco Manglona	\$132.25
69839	05/02/2023	Roger Maryatt	\$281.00
69840	05/02/2023	Calvin McCullough Jr.	\$1,584.00
69841	05/02/2023	Jeremias Morgado	\$132.25
69842	05/02/2023	Morgan Alarm Co., Inc	\$52.44
69843	05/02/2023	Municipal Resource Group, LLC	\$3,712.50
69844	05/02/2023	Julie Myers	\$101.39
69845	05/02/2023	Sidney Nickolas	\$132.25
69846	05/02/2023	Randy Nicks	\$281.00
69847	05/02/2023	Nancy Ortiz	\$132.25
69848	05/02/2023	Pape Machinery, Inc	\$660.35
69849	05/02/2023	PDF Designs, Inc	\$2,800.00
69850	05/02/2023	Steve Pressley	\$132.25
69851	05/02/2023	R & D Termite And Pest Control	\$205.00
69852	05/02/2023	Francis Radziewicz	\$132.25
69853	05/02/2023	Vincent Concepcion	\$2,650.00
69856	05/02/2023	Regional Government Services	\$1,267.90
69857	05/02/2023	Rhinos Roofing Company	\$1,100.00
69858	05/02/2023	Ring Central Inc.	\$879.43
69859	05/02/2023	Joan Russell	\$132.25
69860	05/02/2023	Anita Sailas	\$242.83
69861	05/02/2023	Barbara Schmidt	\$132.25

BR Bank Register Report

Greater Vallejo Recreation District (0GVRD)

Bank Code: GEN

Document Number	Date	Payee Name / Description	Amount
69862	05/02/2023	SiteOne Landscape Supply	\$891.50
69863	05/02/2023	Mary Sullivan	\$75.00
69864	05/02/2023	Sandy Tawaratsumida	\$522.02
69865	05/02/2023	Lea Toomey	\$80.00
69866	05/02/2023	Tru Green	\$1,023.73
69867	05/02/2023	Audrey Tucker	\$132.25
69868	05/02/2023	Turf Star, Inc.	\$314.77
69869	05/02/2023	Uline Shipping Supplies	\$160.60
69870	05/02/2023	Underground Vaults & Storage, Inc.	\$115.76
69871	05/02/2023	Tymm Urban	\$2,800.00
69872	05/02/2023	Adeline Varni	\$132.25
69873	05/02/2023	Veritiv Operating Company	\$921.03
69874	05/02/2023	Verizon Wireless	\$1,560.25
69875	05/02/2023	Big Creek Lumber & Building Material	\$159.01
69876	05/05/2023	Mendez, Emely	\$101.75
69877	05/05/2023	California State Disbursement Unit	\$153.23
69878	05/08/2023	Orlando Wynn	\$3,600.00
69879	05/09/2023	P G & E	\$17,117.13
69880	05/09/2023	United States Treasury	\$3,511.58
69881	05/11/2023	Richard Conzelmann	\$683.70
69882	05/11/2023	Grainger	\$1,126.24
69883	05/11/2023	Victory Stores	\$162.69
69884	05/11/2023	Bay Area Driving School	\$27.30
69885	05/11/2023	BHI Management Consulting	\$2,250.00
69886	05/11/2023	Big Creek Lumber & Building Material	\$595.97
69887	05/11/2023	BOLT	\$960.24
69888	05/11/2023	Mike Brown Electric Co.	\$10,031.56
69889	05/11/2023	AT&T	\$175.66
69890	05/11/2023	Cintas Corporation	\$59.96
69891	05/11/2023	Comcast	\$186.18
69892	05/11/2023	Commercial Pool Systems, Inc	\$749.56
69893	05/11/2023	Ewing Irrigation Products, Inc.	\$154.52
69894	05/11/2023	FASTSIGNS-American Canyon	\$628.92
69895	05/11/2023	Georgia House Graphics	\$1,500.00
69896	05/11/2023	Glen Cove Communtiy Association	\$40.00
69897	05/11/2023	GreatAmerica Financial Services	\$1,538.18
69898	05/11/2023	Abigail Hernandez	\$786.80
69899	05/11/2023	Jason Jones	\$336.00
69900	05/11/2023	Robin Lancaster	\$60.00
69901	05/11/2023	Lincoln Aquatics	\$1,061.47
69902	05/11/2023	Nelida Lopez	\$245.00
69903	05/11/2023	Calvin McCullough Jr.	\$1,278.00
69904	05/11/2023	NuCO2	\$519.41
69905	05/11/2023	Saviano Company, Inc.	\$23,750.00
69906	05/11/2023	Sherwin-Williams	\$106.32
69907	05/11/2023	SiteOne Landscape Supply	\$1,576.22
69908	05/11/2023	Talisha Tyler	\$400.00
69909	05/11/2023	Uline Shipping Supplies	\$1,465.94
69910	05/11/2023	Underground Vaults & Storage, Inc.	\$231.52
69911	05/11/2023	Preston Vargas	\$75.00
69912	05/11/2023	Verde Design Inc	\$15,050.00
69913	05/11/2023	Verdin	\$8,518.86
69914	05/11/2023	Virgil Chavez Land Surveying	\$2,100.00
69915	05/12/2023	P G & E	\$6,664.43
69916	05/12/2023	Karen Houston	\$492.00
69917	05/12/2023	Steven Logoteta	\$278.00

BR Bank Register Report

Greater Vallejo Recreation District (0GVRD)

Bank Code: GEN

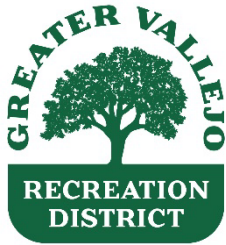
Document Number	Date	Payee Name / Description	Amount
69918	05/12/2023	Virlynda Luciano	\$171.00
69919	05/12/2023	Lorna Mandap	\$421.40
69920	05/12/2023	Emely Mendez	\$70.85
69921	05/12/2023	Theodore Rocha	\$292.80
69922	05/12/2023	Antony Ryans	\$239.00
69923	05/12/2023	Frankie Valentine-Flores	\$860.40
69924	05/12/2023	Vallejo Choral Society	\$312.00
69925	05/12/2023	Employment Development Departmer	\$2,508.80
69927	05/15/2023	US Bank Corporate Payment System	\$22,487.90
69928	05/18/2023	California State Disbursement Unit	\$130.15
69929	05/22/2023	Morgan Alarm Co., Inc	\$750.75
69930	05/22/2023	State Of California	\$320.00
69931	05/22/2023	Tecogen	\$2,925.72
69932	05/22/2023	AAA Business Supplies & Interiors	\$221.89
69933	05/22/2023	Alhambra	\$257.32
69934	05/22/2023	AT&T	\$53.50
69935	05/22/2023	Hannah Best	\$165.00
69936	05/22/2023	Big Creek Lumber & Building Material	\$262.57
69937	05/22/2023	BOLT	\$1,440.36
69938	05/22/2023	BrightView Landscape Services, Inc.	\$836.00
69939	05/22/2023	Justin Calonia	\$2,000.00
69940	05/22/2023	Jeannie Celestial	\$121.00
69941	05/22/2023	Comcast	\$668.93
69942	05/22/2023	FASTSIGNS-American Canyon	\$628.92
69943	05/22/2023	Fricke-Parks Press	\$3,503.00
69944	05/22/2023	Samantha Froehlich	\$23.84
69945	05/22/2023	Joe Gatmen	\$400.00
69946	05/22/2023	Hopewell Manufacturing, Inc	\$3,168.00
69947	05/22/2023	Kaiser Permanente-OHSS	\$105.00
69948	05/22/2023	Les Schwab Tires	\$50.70
69949	05/22/2023	Nelida Lopez	\$400.00
69950	05/22/2023	Angelica Lueras	\$500.00
69951	05/22/2023	M & M Sanitary LLC	\$330.48
69952	05/22/2023	Monarch Engineering	\$3,446.25
69953	05/22/2023	Municipal Resource Group, LLC	\$7,477.66
69954	05/22/2023	Platt Electric Supply	\$1,002.64
69955	05/22/2023	PROforma	\$1,192.69
69956	05/22/2023	Quench USA, Inc.	\$49.90
69957	05/22/2023	R & D Termite And Pest Control	\$860.00
69958	05/22/2023	Saviano Company, Inc.	\$110,000.00
69959	05/22/2023	SiteOne Landscape Supply	\$327.42
69960	05/22/2023	Kelsey Smith	\$35.00
69961	05/22/2023	Solano County	\$84.00
69962	05/22/2023	Solano County Fair Association	\$1,484.10
69963	05/22/2023	Turf Star, Inc.	\$1,528.60
69964	05/22/2023	Rachel Vaughn	\$60.00
69965	05/22/2023	Veritiv Operating Company	\$756.98
69966	05/22/2023	Metropolitan Life Insurance Company	\$5,992.86
69967	05/22/2023	Jesus Modesto	\$50.00
69968	05/24/2023	P G & E	\$16,054.03
69969	05/25/2023	JNW Reptile Rescue	\$500.00
69970	05/26/2023	C.P.R.S.	\$150.00
69971	05/26/2023	Morgan Alarm Co., Inc	\$157.65
69972	05/26/2023	Tri-City Fence	\$91,302.60
69973	05/26/2023	Vallejo Glass Company	\$340.00
69974	05/26/2023	All Star Rents	\$32.08

BR Bank Register Report

Greater Vallejo Recreation District (0GVRD)

Bank Code: GEN

Document Number	Date	Payee Name / Description	Amount
69975	05/26/2023	Ryan Allen	\$92.22
69976	05/26/2023	Apex Mechanical Contractors	\$3,000.00
69977	05/26/2023	Big Creek Lumber & Building Material:	\$0.00
69978	05/26/2023	Big Creek Lumber & Building Material:	\$691.44
69979	05/26/2023	BOLT	\$2,820.71
69980	05/26/2023	Break It Down Soul Line Dance	\$237.00
69981	05/26/2023	Candido Construction	\$11,800.00
69982	05/26/2023	C-DAT	\$270.00
69983	05/26/2023	Angelito Or Loana Claudio	\$1,414.00
69984	05/26/2023	Green Valley Aloha Saw & Mower	\$476.98
69985	05/26/2023	DeAnte Harrison	\$233.18
69986	05/26/2023	Kay Cady-Johnson	\$5,215.00
69987	05/26/2023	Lloyd Engineering	\$10,884.00
69988	05/26/2023	Moore Design Group	\$2,610.00
69989	05/26/2023	Municipal Resource Group, LLC	\$2,756.25
69990	05/26/2023	NuCO2	\$470.72
69991	05/26/2023	Preferred Alliance, Inc.	\$126.00
69992	05/26/2023	PROforma	\$991.48
69993	05/26/2023	Quench USA, Inc.	\$44.90
69994	05/26/2023	R & D Termite And Pest Control	\$105.00
69995	05/26/2023	Regional Government Services	\$1,905.75
69996	05/26/2023	Renne Public Law Group LLP	\$46,293.27
69997	05/26/2023	Ring Central Inc.	\$879.43
69998	05/26/2023	RRM Design Group	\$856.00
69999	05/26/2023	Kaitlin Seboa	\$400.00
70000	05/26/2023	Security Enforcement Alliance	\$5,412.00
70001	05/26/2023	Solano County Fair Association	\$1,296.62
70002	05/26/2023	Vallejo Cty Unified School District	\$5,975.00
70003	05/26/2023	Veritiv Operating Company	\$304.81
70004	05/30/2023	Eileen Brown	\$281.00
70005	05/30/2023	Deberah Carey	\$132.25
70006	05/30/2023	Kerry Carmody	\$132.25
70007	05/30/2023	Richard Conzelmann	\$683.70
70008	05/30/2023	Jose Famalette	\$132.25
70009	05/30/2023	Patricia Gloyd	\$132.25
70010	05/30/2023	Cynthia Hewitt	\$208.52
70011	05/30/2023	Jerome Lohr	\$385.16
70012	05/30/2023	Prisco Manglona	\$132.25
70013	05/30/2023	Roger Maryatt	\$281.00
70014	05/30/2023	Jeremias Morgado	\$132.25
70015	05/30/2023	Sidney Nickolas	\$132.25
70016	05/30/2023	Randy Nicks	\$281.00
70017	05/30/2023	Nancy Ortiz	\$132.25
70018	05/30/2023	Steve Pressley	\$132.25
70019	05/30/2023	Francis Radziewicz	\$132.25
70020	05/30/2023	Joan Russell	\$132.25
70021	05/30/2023	Anita Sailas	\$242.83
70022	05/30/2023	Barbara Schmidt	\$132.25
70023	05/30/2023	Audrey Tucker	\$132.25
70024	05/30/2023	Adeline Varni	\$132.25
70025	05/31/2023	Apex Engineering	\$3,000.00
70026	05/31/2023	AT&T	\$47.07
70027	05/31/2023	Comcast	\$944.08
70028	05/31/2023	Commercial Pool Systems, Inc	\$8,139.22
70029	05/31/2023	Giants Community Fund	\$48,662.80
70030	05/31/2023	Regional Government Services	\$76.00



General Manager Board Update

6/28/2023

- Working with staff regarding budget and to elaborate on justifications for line items. We will have to perform a reopener in late summer for closing the books, union updates, and possibly adding the Franklin Gym and sports fields.
- Met with Department heads regarding Cal Card (credit card) spending.
- Met with all maintenance staff regarding safety, horseplay, and professionalism.
- Met with Govinvest to update costing software in the near future.
- Working on negotiations with SEIU, IBEW, and unrepresented staff. Provided a draft contract to legal regarding unrepresented staff. SEIU have voted on the contract, and it will go to the board for approval.
- We sent out a survey regarding succession planning for staff, I have a meeting with the consultant to review data.
- The School District approved the Franklin Lease. It will go to the board for approval.
- I attended the graduation for Leadership Vallejo. We had an employee graduate the program.
- Working with Human Resources regarding policies and working with the consultants regarding HR Director recruitment. It closed on June 18th.
- Reviewing cellular phone plans.

- Installation of the Vallejo Internet has begun. The City of Vallejo is providing high speed internet throughout the City, and to its properties. They are paying for the installation, and GVRD will be paying the monthly service. This is considerably less than our current provider and provides a faster rate.
- I have been invited to attend a community forum regarding trash, theft and unhoused in our parks in the South Vallejo Area. It will be Saturday July 8.
- Don't forget to vote for Participatory Budgeting
- We will be meeting with our marketing firm to review services for next year.



Maintenance Department Board Update

6/28/23

Parks and Facilities

- Richardson Park
 - A National Gun Violence Awareness community event took place on Saturday June 3rd.
- North Vallejo Park
 - We met with City staff on site to discuss the parking lot improvements; they will be making improvements on the Community Center parking lot.
- McIntyre Ranch
 - The tree contractor continues with the removal of hazardous trees and the safety pruning.
 - Contractor worked on the water tank adding a pressure regulator pump.
- Lake Dalwigk
 - Interwest will be managing the grant improvements; staff will be involved in the process of the project.
- Wilson Park
 - Baseball team Seaweed began their season.
 - Staff worked on trenching to add irrigation wires for the renovated field to the irrigation controller.
- BRS Park
 - Staff planted two trees for Sister Cities.
 - Contractor worked on servicing the irrigation pump.
- Skate Park
 - The second annual Philippine Cultural Committee skateboard event took place on June 17th.
- Weed Abatement
 - Parks department continues with the mowing and currently working on a second mowing at River Park and High Glen.

BOARD PROJECTS UPDATE

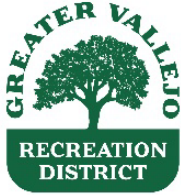
Date



TASK	START	END	% COMPLETE	DONE	NOTES
395/401 Renovations				<input type="radio"/>	
Design Phase	1/1/2018	6/1/2021	100%	<input checked="" type="checkbox"/>	
Permit Issued	6/1/2019	6/1/2020	100%	<input checked="" type="checkbox"/>	
RFP	8/1/2021	10/1/2021	100%	<input checked="" type="checkbox"/>	
Build	12/23/2021	11/1/2023	60%	<input type="radio"/>	RFP for 395 building will close on June 28th.
VCC Kitchen					
Design Phase	1/1/2015	8/1/2020	100%	<input checked="" type="checkbox"/>	
Permit Issued	8/1/2019	8/1/2021	100%	<input checked="" type="checkbox"/>	
Engineer's cost estimate	8/1/2021	10/1/2021	100%	<input checked="" type="checkbox"/>	
Proposed Board Approval	8/12/2022	11/18/2021	100%	<input checked="" type="checkbox"/>	
RFP	1/7/2022	2/28/2022	100%	<input checked="" type="checkbox"/>	
Build	4/18/2022	7/15/2023	95%	<input type="radio"/>	Had the inspection from PG&E of the new panel; waiting for a date from PG&E to do the connection of new electrical panel.
Cunningham Pool Shade Structures				<input type="radio"/>	
Design/Assessment Phase	1/1/2023	7/15/2023	60%	<input type="radio"/>	Staff is working on the design to present to the City for their approval.
Permit Issued	9/1/2023	10/1/2023	0%	<input type="radio"/>	
RFP	11/2/2023	12/15/2023	0%	<input type="radio"/>	
Build	1/1/2024	3/1/2024	0%	<input type="radio"/>	
Dan Foley Artificial Field				<input type="radio"/>	
Assessment and Engineer's cost estimate	8/1/2022	11/1/2022	100%	<input checked="" type="checkbox"/>	
Board Approval	12/1/2022	12/8/2023	100%	<input checked="" type="checkbox"/>	

TASK	START	END	% COMPLETE	DONE	NOTES
Design Phase	1/1/2023	6/21/2023	95%	<input type="radio"/>	The consultant is getting close to complete the plans.
RFP	7/1/2022	8/1/2023	0%	<input type="radio"/>	
Build	10/1/2023	11/31/2023	0%	<input type="radio"/>	
Richardson Electrical Upgrade					
Design Phase	3/1/2020	1/28/2022	100%	<input checked="" type="checkbox"/>	
Permit Issued	2/3/2022	2/11/2022	100%	<input checked="" type="checkbox"/>	
RFP	2/14/2022	3/31/2022	100%	<input checked="" type="checkbox"/>	
Build	6/1/2022	7/30/2023	90%	<input type="radio"/>	waiting on a date from PG&E to do the upgrade of the transformer.
Cunningham Pool ADA Upgrades					
Design Phase	11/1/2020	1/28/2022	100%	<input checked="" type="checkbox"/>	City will work on finalizing the plans and making the parking lot improvements.
Permit Issued	6/1/2022	8/5/2022	100%	<input checked="" type="checkbox"/>	City issued the permit.
RFP	6/21/2023	8/10/2023		<input type="radio"/>	The RFP was advertised on June 21st, and bids are due on August 10th.
Build	10/1/2023	1/1/2024		<input type="radio"/>	
PB Projects					
Design Phase	1/1/2020	3/24/2020	100%	<input checked="" type="checkbox"/>	City postponed the projects on 2020 due to the pandemic.
RFP	5/2/2021	6/20/2021	100%	<input checked="" type="checkbox"/>	
Build	11/12/2021	7/15/2023	98%	<input type="radio"/>	Staff is waiting on the signs to arrive; submitted the reimbursement of these projects to the City.
Terrace Park Playground					
Prop 68 Per Capita Project Approval	12/1/2020	2/28/2022	100%	<input checked="" type="checkbox"/>	
Design/RFP	12/1/2021	1/30/2022	100%	<input checked="" type="checkbox"/>	
Build	8/1/2023	8/30/2023	0%	<input type="radio"/>	Playground vendor is waiting on the equipment.

TASK	START	END	% COMPLETE	DONE	NOTES
Children's Wonderland Shade Structures				<input type="radio"/>	
Design/Assessment Phase	1/1/2022	2/28/2022	100%	<input checked="" type="checkbox"/>	
RFP	4/1/2022	9/1/2022	100%	<input checked="" type="checkbox"/>	
Permit Issued	5/1/2022	6/30/2023	80%	<input type="radio"/>	Submitted a design review application to the City; staff will be scheduling a meeting with City staff. This is on hold for now.
Build	7/1/2023	8/1/2023	0%	<input type="radio"/>	
Setterquist RIRE Funds Upgrades				<input type="radio"/>	
Design/Assessment Phase	1/1/2022	2/28/2023	100%	<input checked="" type="checkbox"/>	
RFP	1/1/2023	3/1/2023	100%	<input checked="" type="checkbox"/>	
Build	4/11/2023	6/30/2023	98%	<input type="radio"/>	
Hanns Park Disc Golf				<input type="radio"/>	
Design Phase	3/1/2021	9/27/2021	100%	<input checked="" type="checkbox"/>	
Equipment	8/26/2021	9/1/2021	100%	<input checked="" type="checkbox"/>	
Build	10/6/2021	8/1/2023	98%	<input type="radio"/>	Staff installed the new signs; working on the welcome sign.
Hanns Park Restrooms ADA Upgrades				<input type="radio"/>	
Design/Assessment Phase	6/1/2022	11/1/2022	100%	<input checked="" type="checkbox"/>	
Permit Issued	12/1/2022	2/14/2023	100%	<input checked="" type="checkbox"/>	
RFP	3/17/2023	4/14/2023	100%	<input checked="" type="checkbox"/>	
Build	6/1/2023	7/15/2023	40%	<input type="radio"/>	Contractor began with this project.
Lake Dalwigk Park Improvements				<input type="radio"/>	



Finance Department Board Update

06/28/23

FY 23-24 Budget Process

- Currently working on formatting the final budget in preparation for the book binding. I will be adding a budget for Franklin once that contract is finalized. Also, once the union contracts are completed, we will be presenting an amended budget to the Board for approval. I am working with staff to add clarifications to the justification worksheets to be presented with the amended budget.

End of Year

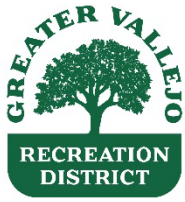
- We are preparing for the end of FY 2022-2023. We will work with staff to ensure all invoices, revenues, and any changes are submitted to the Finance Department for processing by year end.

Audit – FY 21-22

- The audit for FY 21-22 has been postponed until July 2023. Staff are currently preparing reports requested by the auditors and submitting them via the Suralink website.

Union Negotiations

- Once the union contracts are completed, we will work with HR to define and process all changes for GVRD employees in a timely manner.



Recreation Department Board Updates

06/28/2023

Activity Guide:

- The Activity Guide is available online and at our main office.

Aquatics:

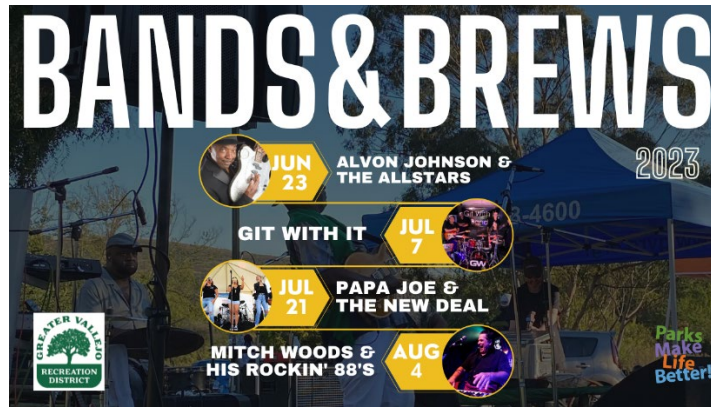
- Aquatic camps began this week, and each camp is at capacity with 30 campers per camp.
- Staff continue to promote hiring Lifeguards at a high pace and will be conducting more interviews this month.
- Our 1st Dive-in movie of the summer will take place on Saturday, June 24th beginning at 7:30pm. The film showing will be Toy Story 4.

Community Centers:

- Staff went on a field trip to the Nelson Community Center in Suisun, CA to tour the facility, check pricing, and discuss best practices.
- Contract is under review by Leaven Kids. We hope to finalize the agreement and offer the program at SVCC this summer.

Children's Wonderland & Community Events:

- The muralist has steadily begun working on the restrooms and is making great progress. He hopes to be completed in two weeks.
- Flavor Town offered 10 local and neighboring city vendors this past week. There were 302 counted guests in attendance.
- The 1st Bands and Brews concert of the summer kicks-off tomorrow, June 23rd, 6:30pm at Blue Rock Springs, Alvon Johnson and the All Stars takes the stage. Join us for this free summer concert, food trucks, friends, and fun!



- On May 24, staff attended a breakfast with the Solano Association of Realtors. They conducted a presentation with a focus on upcoming events and summer programs. Attendees were able to ask questions about our 33 parks and learn about our partnership opportunities.
- Our outreach team attended the Juneteenth on June 17th with the African American Family Reunion Committee at the Waterfront. We provided “The Kids Zone” for the event with lawn games, crafts, and a face painting station. In addition to this event, our outreach team also set up a booth at the Pista Sa Nayon Skateboard event at Wardlaw skate park.

Sports/Adaptive Recreation (AR):

- Minor League team Vallejo Seaweed has started their season at the Wilson Baseball field.
- Junior Giants program has 296 youth registered this season. Opening day went well and GVRD staff is working in partnership with the SF Junior

Giants ambassadors to provide support with the program at Callen and Brandon Crawford Junior Giants Field.

- Recently, the Department held its 1st Ability Day of the summer at Children's Wonderland. Participants made Charcuterie Boards.



Staffing:

- 1 candidate is going through the onboarding process for FT Recreation Coordinator and will start in July.
- Shauntee' Edwards is our newest FT Recreation Coordinator overseeing Kids Club and Break Camps. She was formerly a PT employee in Youth Services.

Youth Services:

- Youth Summer Camps began this week at Children's Wonderland, Vallejo Community Center, North Vallejo Community Center, and Foley Cultural Center.
- GVRD will work in partnership with VCUSD to provide staffing at their four-week summer camps.