Greater Vallejo Recreation District

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

In accordance with California Government Code Section 54957.5, materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's Administrative Office, 401 Amador Street, Vallejo, CA during normal business hours or electronically on our website.

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

Thursday, August 13, 2026

Administrative Office-Board Room, 401 Amador Street, Vallejo, CA 94590

6:30 p.m. – Regular Session

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. Chairperson Opening Comments:

7. Committee Updates:

The Chairperson for Standing Committees will provide any updates to the Board of Directors.

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.

8.1 Approve Board Minutes – July 23, 2026

8.2 Accept Facilities and Development Committee Minutes – July 15, 2026

8.3 Accept Publicity, Programs, Community Relations Committee Minutes – July 27, 2026

8.4 Accept Policies and Personnel Committee Minutes – July 28, 2026

8.5 Accept Payment of Bills for 7/1/2026 – 7/31/2026

8.6 Approve Agreement with Solano Community Foundation to Establish a Program Fund for the Greater Vallejo Recreation District

8.7 Approve Agreement with Townsend Public Affairs for Grant Writing Services in the amount of $32,500.

9. Action/Discussion Items:

9.1 Fee Waiver Request from Vallejo Together for Use of Foley Cultural Center on September 18, 2026, for $1,528 (Ryans)

9.2 Discussion and Possible Action on General Manager Interview Process (Judt)

9.3 Discussion and Possible Action on Fee Study and Policy 3012 – Fee, Subsidy and Pricing (Judt)

9.4 Approve New Policy 3074 – Fee Waiver for Community Organizations (Lewis)

9.5 Approve Changes to Policy 4040 – Board Officers (Lewis)

9.6 Approve Changes to Policy 5020 – Conducting Board Meetings (Lewis)

10. Staff Updates:

10.1 Interim General Manager
10.2 Finance Director
10.3 Human Resources Director
10.4 Parks and Facilities Director
10.5 Recreation Services Director

11. Announcements and Comments from Board Members:

12. Executive Session:

Conference with Labor Negotiators; pursuant to Government Code Section 54957.6

Agency Designated Representatives: Pamela Sloan, Interim General Manager; Andrew Shen, Legal Counsel; Luke Jensen, Director of Labor Relations, and Samantha Smithies, Analyst, Renne Public Law Group
Employee Organizations: International Brotherhood of Electrical Workers (IBEW) Local 1245; Service Employees International Union (SEIU) Local 1021

13. Action/Discussion Items (cont.):

13.1 Approval of Memorandum of Understanding Between the Greater Vallejo Recreation District and SEIU Local 1021 for 2026-2029

13.2 Approval of Memorandum of Understanding Between the Greater Vallejo Recreation District and IBEW Local 1245 for 2026-2029

14. Meeting Adjourn:

Greater Vallejo Recreation District Board of Directors Minutes

Thursday, July 23, 2026- 401 Amador Street, Vallejo, CA 94590
6:30 p.m. – Regular Session

1. Call to Order:

Chairperson Judt called a regular meeting of the Board of Directors of the Greater Vallejo Recreation District to order at 6:30 p.m., July 23, 2026, in the Board Room of the Greater Vallejo Recreation District Office, 401 Amador Street, Vallejo, California.

2. Pledge of Allegiance:

Chairperson Judt led the pledge of allegiance.

3. Roll Call:

Present: Chairperson Thomas Judt; Vice-Chairperson Ward Stewart; Secretary Nicole Person; Director Rita Fryar, Director Olivia Ruiz

Staff: Interim General Manager, Pam Sloan; Legal Counsel, Andrew Shen; Finance Director, Noel Parkhurst; Parks and Facilities Director, Salvador Nuño; Human Resources Director Seanzell Lewis; Recreation Services Director, Antony Ryans; Board Clerk, Kimberly Pierson

4. Approval of Agenda:

Director Stewart offered the motion to approve the agenda. Motion passed unanimously.

5. Public Comment: 1 Speaker: Ernest McCullough

(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. Chairperson Opening Comments:

7. Committee Updates:

Director Stewart announced there was a Facility Committee meeting on July 15th and briefly reviewed the agenda items.

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.

8.1 Approve Board Minutes – July 9, 2026

8.2 Accept Budget and Finance Committee Minutes – June 17, 2026

8.3 Accept June Payment of Bills 6/1/2026 – 6/30/2026

8.4 Approve Changes to Policy 3050-Capital Assets

Director Judt offered the motion to approve the consent calendar Motion passed unanimously.

9. Action Items: 1 Speaker item 9.2: Jeffrey Worrell

9.1 Approve Resolution 2026-05 of the Board of Directors of The Greater Vallejo Recreation District Amending Resolution 2024-04 Establishing a Threshold for Reporting Leases In Accordance with Government Accounting Standards Board (Gasb) Statement No. 87 and for Reporting Subscription-Based Information Technology Arrangements (Sbita's) Accordance with Government Accounting Standards Board (Gasb) Statement No. 96 (Parkhurst)

An updated draft was distributed to the board with one sentence removed from the second "WHEREAS": ~~The greater than sign (">") in this statement has caused confusion or ambiguity in interpretation. In addition,~~. **Director Judt offered the motion to Approve Resolution 2026-05 of the Board of Directors of The Greater Vallejo Recreation District Amending Resolution 2024-04 Establishing a Threshold for Reporting Leases In Accordance with Government Accounting Standards Board (Gasb) Statement No. 87 and for Reporting Subscription-Based Information Technology Arrangements (Sbita's) Accordance with Government Accounting Standards Board (Gasb) Statement No. 96. Roll Call: Ayes: Fryar, Ruiz, Person, Judt, Stewart; Noes: None: Absent: None. Motion passed unanimously.**

9.2 Discussion and Possible Action on Selection of Grant Writing Firms for Potential Grant Applications (Sloan)

Director Judt offered the motion to select grant writing firm Townsend Public Affairs to apply for four grant projects. Motion passed unanimously.

9.3 Board Members Report on the Special District Leadership Foundation Annual Conference

Board Members shared their key takeaways from the conference. Director Stewart announced he was unable to attend.

10. Staff Updates:

Interim General Manager and Staff provided highlights from items included in their reports.

11. Announcements and Comments from Board Members:

Director Fryar:

-Announced two upcoming Port of Cultures event and asked if GVRD could have a presence.

-Briefly discussed a proposal to host a luncheon with a goal of collaborating with area partners.

-Shared feedback from 4th of July parade.

12. Executive Session: 1 Speaker: Jeffrey Worrell, SEIU 1021

At 7:54pm Chairperson Judt convened to executive session

Conference with Labor Negotiators; pursuant to Government Code Section 54957.6

Agency Designated Representatives: Pamela Sloan, Interim General Manager; Andrew Shen, Legal Counsel; Luke Jensen, Director of Labor Relations, and Samantha Smithies, Analyst, Renne Public Law Group

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

At 8:27pm Chairperson Judt re-convened to regular session and reported the following: Direction Given

13. Meeting Adjourn: 8:27pm

Nicole Person, Board Secretary

Facility and Development Committee Minutes
Wednesday, July 15, 2026
6:00 p.m.
Administrative Office-Board Room
401 Amador Street

In attendance: Director Stewart, Director Fryar, Parks and Facilities Director Nuño

Meeting began: 6:00 PM

1. **Public Comment:**
   None.

2. **Assign Committee Chairperson:**
   Director Stewart was appointed Committee Chairperson.

3. **River Park- Proposed Trail Upgrades:**
   Parks and Facilities Director Nuño reported that staff met this week to discuss improvements to a section of the walking trail at River Park. This project is part of the State Route 37 improvements. Representatives from Caltrans, the Solano Resource Conservation District (RCD), the City of Vallejo, and GVRD participated in the meeting. The project would improve trail quality and public access. Director Stewart pointed out a section of the trail south of the Mare Island Causeway where a proposed ramp would be located. Because the area is steep and contains a large drainage pipe, he noted that the design should be reviewed on-site to ensure ADA accessibility. Additional improvements discussed included planting trees, installing trash receptacles, and adding benches. GVRD will continue to participate in the planning process for these improvements. The next project meeting is scheduled for August.

4. **Prop. 68 Project Update-Franklin:**
   Parks and Facilities Director Nuño reported that, as presented by CALA during the previous Board meeting, the Franklin Project continues to face funding and Division of the State Architect (DSA) challenges. Staff recently met with the City Mayor and local elected officials to seek their assistance in ensuring that the project continues to receive the necessary funding to move forward. The Committee recommended documenting all communications with the State and providing local officials with a more detailed and polished version of the presentation that was shared with the Board.

5. **Wardlaw Skatepark-PB Project Update:**
   Parks and Facilities Director Nuño reported that this project was approved through the Participatory Budgeting process several years ago, although it did not receive the full amount of the requested funding. City staff recently contacted Interim General Manager Sloan to discuss the project and the possibility of using park impact fees to move it forward. The proposal includes replacing the existing skate ramps with concrete features. The original estimated project cost was approximately $300,000. Community outreach and coordination with a skate park designer would still be required before the project proceeds.

6. **Wilson Park-Grant Opportunity with City of Vallejo:**
   Parks and Facilities Director Nuño reported that GVRD is partnering with the City of Vallejo to apply for a grant to fund improvements at Wilson Park. Proposed improvements include upgrades to the baseball and soccer fields, field lighting, and other park amenities. The City has retained a grant-writing consultant who will coordinate and assist with the application process. Community outreach is currently underway, and the grant guidelines are expected to be released soon.

7. **Lighting Updates-Dan Foley and Wilson Fields:**
   Parks and Facilities Director Nuño reported that, as previously discussed, the field lighting at both Dan Foley and Wilson Park was vandalized. GVRD has received most of the funding needed to complete the repairs at Dan Foley Park. PG&E has approved the work, and staff is waiting for the approval letter needed to submit the permit application to the City. The electrical contractor continues to work on the project. For the Wilson Park baseball field lighting, staff received an itemized proposal, which has been submitted to the insurance carrier. Once funding is approved, staff will coordinate the restoration of the lighting system.

8. **Request for City Park Basketball Courts:**
   Parks and Facilities Director Nuño reported that, during a recent Board meeting, a mother and her young son spoke during public comment requesting the addition of a basketball court at City Park. Staff noted that a conceptual park design developed several years ago included a basketball court; however, funding was never available to construct it. The Committee recommended pursuing grant funding for the project and relocating the existing horseshoe pits to Hanns Park, as previously discussed at the Board meeting. The Committee also suggested considering the addition of a futsal court, or designing a multi-use court that could accommodate both basketball and futsal, since the City currently does not have a dedicated futsal court.

9. **Meeting Adjourn:**
   Adjourned at 7:05 PM

Publicity, Program and Community Relations Committee
Meeting Minutes
Monday, July 27, 2026
10:00 A.M.
Administrative Office-Board Room
401 Amador Street

In Attendance: Director Thomas Judt, Director Nicole Person, Recreation Director Antony Ryans & Interim General Manager Pamela Sloan.

Meeting began at: 10:00 AM

This committee shall study and recommend all District recreational programs and policies regarding public affairs and community outreach to include 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 and organizations upon request.

1. Public Comment

No Public Comment.

2. Upcoming Community Events

2.1 Bite Night Thursday Season Finale (July 30)

Director Ryans provided an overview of the final Bite Night Thursday event scheduled for July 30 at Children's Wonderland. The finale theme, Controllers & Karaoke, was highlighted and included food trucks, karaoke, a video game truck, live DJ, face painting, and additional family-friendly activities.

Participation data from the past four years was presented, demonstrating significant program growth:

- Bite Night #1 increased from 223 participants in 2023 to 452 participants in 2026 (102.7% increase).

- Bite Night #2 increased from 250 to 438 participants (75.2% increase).
- Bite Night #3 increased from 272 to 579 participants (113.2% increase).
- Overall attendance increased by an average of approximately 97% over the four-year period.

Director Ryans recognized Recreation staff, volunteers, sponsors, community partners, and vendors for their contributions throughout the season. He stated that staff would evaluate the 2026 season, gather community feedback, and begin planning enhancements for the 2027 series.

The committee expressed appreciation for the continued growth of the event and discussed the popularity of several attractions, including the climbing wall, mobile recreation activities, splash pads, and the video game truck. Members also discussed the possibility of incorporating a permanent climbing wall in the future, while acknowledging that liability, staffing, and operational considerations would need to be evaluated before moving forward.

3. Programs:

3.1 Parks N’ Rex Day

Director Ryans reported that Parks N' Rex Day experienced another successful year and continued to demonstrate strong community demand for signature family programming. Attendance increased from 201 participants in 2023 to 734 participants in 2026, representing an overall increase of 265%. Annual growth remained consistent throughout the four-year period.

Director Ryans also noted that the event received positive coverage in the *Times-Herald*, helping increase community awareness of GVRD programs and services. Staff, volunteers, sponsors, and community partners were recognized for their efforts in delivering another successful event.

The committee acknowledged the continued attendance growth and agreed that data-driven evaluations provided valuable information for future programming, staffing, and operational planning.

4. Marketing Update

4.1 Marketing RFP Update

Director Ryans informed the committee that five qualified proposals had been received for the District's Marketing and Communications Request for Proposal. Staff had begun reviewing each proposal and planned to identify the top three firms for interviews before returning with a recommendation.

Director Ryans further explained that staff had begun shifting toward a district-wide, project-based marketing strategy focused on:

- Developing a comprehensive District Marketing Plan.
- Strengthening the GVRD brand.
- Improving public awareness of District services.
- Creating consistent messaging across all communication platforms.

Director Ryans also introduced a sponsorship banner program for the Cunningham Aquatic Complex that had not been included in the meeting packet. The proposed program would allow local businesses to purchase sponsorship banners displayed throughout the facility. Approximately 36 banner locations had been identified with an estimated annual revenue potential of approximately $20,800. The initiative was presented as an opportunity to increase non-tax revenue, strengthen business partnerships, improve sponsor visibility, and offset operational costs.

Committee members discussed additional partnership opportunities, including collaborating with local colleges and universities by engaging business and marketing students to assist with marketing plan development. Members also discussed expanding sponsorship opportunities and exploring additional community partnerships to strengthen district marketing efforts.

5. Discussion Items

5.1 Strategic Plan for Cunningham Aquatic Complex

Director Ryans reported that the draft operational assessment prepared by the aquatics consultant had been received. Staff requested additional information from the consultant, including expanded staffing analysis, operational examples, and clarification of several recommendations before presenting the finalized report to the Board in August.

Director Ryans explained that staff had already begun implementing several recommendations through the Strategic Action Plan, including:

- Improving financial sustainability.

- Reviewing aquatics fees.
- Optimizing staffing levels.
- Expanding programming opportunities.
- Strengthening program evaluation.
- Developing operational reporting.
- Enhancing marketing and user group partnerships.

Additional discussion focused on long-term revenue generation opportunities for the Cunningham Aquatic Complex. Committee members explored ideas including concessions, sponsorships, concerts, fundraisers, expanded venue rentals, and other multi-use programming designed to improve financial sustainability while maintaining community access.

The committee also discussed completing a comprehensive aquatics fee comparison with surrounding agencies and evaluating pricing for lap swim, recreation swim, swim lessons, private lessons, passes, and aquatic programming to better understand subsidy levels and future pricing strategies. Parking constraints at the Aquatic Complex were also discussed, with potential long-term improvements including restriping, angled parking, partnerships with the City, and utilization of neighboring parking areas.

5.2 Measure P Funding

Director Ryans reported that GVRD had not yet received Measure P funding due to delays associated with incorporating additional language requested by the City Council into the funding agreement.

He explained that the delay had affected several planned summer initiatives. Rather than cancel programs, staff planned to shift many activities into the fall and winter seasons while preparing for a stronger spring rollout once funding became available. Staff also noted that approximately $25,000 remained from previous Measure P funding to support limited programming, including Mobile Recreation, National Academy sports camps, and the Wellness Lab.

The committee discussed the importance of maximizing community benefits once funding was received and explored additional philanthropic, sponsorship, and partnership opportunities that could supplement District funding while reducing operational costs.

Director Ryans concluded by emphasizing that District participation continued to grow across major programs and events and that staff remained committed to making thoughtful, data-driven decisions that strengthened operations, increased financial sustainability, and expanded recreational opportunities for the community. Staff thanked the committee for its continued support and welcomed future feedback.

The committee commended staff for the positive direction of District programs and expressed strong support for continued strategic planning, innovation, and data-driven decision-making.

Staff continued reviewing the five Marketing RFP proposals and planned to recommend three firms for interviews.

Staff continued developing a comprehensive aquatics fee comparison with comparable agencies.

Staff continued evaluating the 2026 Bite Night season and gathering feedback to support planning for the 2027 season.

Director Judt agreed to research additional philanthropic, sponsorship, concession, and partnership opportunities that could generate revenue and support future facility improvements.

Meeting Adjourn 11:12 AM

Policies and Personnel Committee Minutes
Tuesday, July 28, 2026
4:00 p.m.
Administrative Office-Board Room
401 Amador Street

In Attendance: Director Ruiz, Director Stewart, Human Resources Director, Seanzell Lewis, Recreation Services Director, Antony Ryans and Interim General Manager, Pamela Sloan

Meeting Began: 4:00 pm

1. Public Comment: N/A

2. Discussion Items

2.1 Discuss Policy Review Schedule for External Audit
- Discussed engaging external consultants to meet with relevant staff, evaluate current policies, and assist with establishing a structured schedule for policy development and review.

2.2 Policy 3074 Fee Waivers
- Reviewed the proposed policy language and discussed the extent to which the Board may approve fee waivers for eligible community organizations.

2.3 Policy 4040 Board Officer
- Discussed removing the existing two-year Board experience requirement for service as a Board officer, allowing members to be considered without a minimum length of prior Board service.

2.4 Policy 5020 Conducting Meetings
- Discussed revising the policy to establish a consistent maximum of three minutes per speaker, including individuals representing an organization, rather than allowing organizational representatives up to five minutes. The Committee also discussed the option of reopening public comment near the end of the meeting when additional time or input is warranted

3. Meeting Adjourned: 4:43 pm

Check Register Report
Greater Vallejo Recreation District
For July 2026

Check Nmber	Date	Payee Name	Amount	Description
76464	07/30/2026	Renne Public Law Group LLP	44,325.03	District Legal Counsel
ACH-260695	07/27/2026	Municipal Resource Group, LLC	23,530.00	Financial Consultant & Management Support
76421	07/16/2026	US Bank Corporate Payment System	19,332.12	CalCard Master Statement Payment
76463	07/30/2026	Construction West	7,871.95	Retention-BRS Gazebo, pad, walkway
76368	07/09/2026	Greater Vallejo Park Recreation & Open Space Found	7,444.16	transfer of Funds to cover Shakespear in the Park
76363	07/08/2026	Security Enforcement Alliance	7,188.55	Park Lock Ups & Event Security
76408	07/16/2026	Verdin	6,400.00	Marketing Consultant
76452	07/29/2026	Ameritas Life Ins. Group	4,884.60	Dental, Vision, Life Insurance
76388	07/13/2026	Kay Cady-Johnson	4,590.60	Leisure Service Contract Instructor
76400	07/13/2026	Tecogen	3,282.32	Energy Service - Cunningham Pool
76351	07/08/2026	Michael Rayray	3,000.00	Performer-Bands & Brews
76395	07/13/2026	Calvin McCullough Jr.	2,861.60	Leisure Service Contract Instructor
76423	07/22/2026	Groove Ride	2,700.00	Performer-Bands & Brews
76354	07/08/2026	Chemical Procurement Services, LLC	2,508.13	Pool Chemical Supplies
76455	07/29/2026	GreatAmerica Financial Services	2,296.08	Lease: District Copiers/ Printers
ACH-260707	07/27/2026	Municipal Resource Group, LLC	1,993.75	Financial Consultant & Management Support
76359	07/08/2026	MacLeod Watts Inc.	1,950.00	Actuarial Reporting - GASB 75
76365	07/08/2026	Uline Shipping Supplies	1,898.84	Janitorial Supplies
76430	07/28/2026	Adams Pool Group	1,785.00	Remove/Replace Anodes
76367	07/08/2026	Moore Recreation Therapy & Consulting Inc.	1,500.00	Part-Time Staff-Personnel Training
76462	07/30/2026	Big Creek Lumber & Building Materials	1,453.21	Multiple Invoices-District Materials
76459	07/29/2026	Verizon Wireless	1,428.04	Cell Phone Provider
76402	07/13/2026	Victor Wallace	1,344.00	Leisure Service Contract Instructor
76366	07/08/2026	Verizon Wireless	1,292.24	Cell Phone Provider
76457	07/29/2026	Pink Salt Photos	1,250.00	Event Photographer
76401	07/13/2026	Frankie Valentine-Flores	1,207.50	Leisure Service Contract Instructor
76467	07/30/2026	Uline Shipping Supplies	1,161.63	Janitorial Supplies
76386	07/13/2026	Chondra Renee Harris	1,058.40	Leisure Service Contract Instructor
76466	07/30/2026	Tru Green	1,013.99	
76361	07/08/2026	NuCO2	976.69	gas to help distribute Chlorine
76362	07/08/2026	Ring Central Inc.	862.26	District Phone System
76383	07/13/2026	Tahir Dossett	840.00	
76396	07/13/2026	Theodore Rocha	817.95	Leisure Service Contract Instructor
76350	07/08/2026	Steve Landaker	800.00	Sound Engineer
76399	07/13/2026	Patrick Smith	800.00	
76425	07/22/2026	Steve Landaker	800.00	Sound Engineer
76370	07/10/2026	Hannah Best	750.00	
76382	07/13/2026	Paula Dimick	750.00	
76389	07/13/2026	Maria Limcolioc	750.00	
76392	07/13/2026	Juan Madriz	750.00	
76416	07/16/2026	Rob'Lena Miles	750.00	
76419	07/16/2026	James Younger	750.00	
76411	07/16/2026	Hannah Best	700.00	
76329	07/01/2026	Richard Conzelmann-July	640.93	
76434	07/28/2026	Richard Conzelmann-Aug	640.93	
76364	07/08/2026	Sherwin-Williams	612.95	
76391	07/13/2026	Virlynda Luciano	609.00	Leisure Service Contract Instructor
76387	07/13/2026	Karen Houston	597.10	Leisure Service Contract Instructor

76381	07/13/2026	Gilma DeLeon	550.00	
76348	07/07/2026	Lindsey Proctor	520.00	
76424	07/22/2026	Moses Kayanda	510.00	
76360	07/08/2026	Montage Enterprises, Inc	450.98	
76331	07/01/2026	David Flowers-July	432.00	Retiree Benefit Stipend
76436	07/28/2026	David Flowers-Aug	432.00	Retiree Benefit Stipend
76332	07/01/2026	Penny Harman-July	430.08	Retiree Benefit Stipend
76437	07/28/2026	Penny Harman-Aug	430.08	Retiree Benefit Stipend
76439	07/28/2026	Jerome Lohr	405.79	Retiree Benefit Stipend
76412	07/16/2026	Justin Paul Calonia	400.00	
76414	07/16/2026	GNCZ Department Of Women	400.00	
76343	07/01/2026	Anita Sailas-July	367.18	Retiree Benefit Stipend
76448	07/28/2026	Anita Sailas-Aug	367.18	Retiree Benefit Stipend
76428	07/27/2026	Irene Manalese Gopez	328.80	
76371	07/10/2026	Jolly Ice Cream	328.00	Concessions Vendor
76375	07/13/2026	State Of California	320.00	Garnishments
76334	07/01/2026	Jerome Lohr	312.06	Retiree Benefit Stipend
76390	07/13/2026	Steven Logoteta	309.00	Leisure Service Contract Instructor
76405	07/16/2026	Express Shirt Printing	295.99	
76427	07/24/2026	SiteOne Landscape Supply	283.22	Irrigation & Plumbing Supplies
76378	07/13/2026	Break It Down Soul Line Dance	282.80	Leisure Service Contract Instructor
76393	07/13/2026	Lorna Mandap	277.90	Leisure Service Contract Instructor
76384	07/13/2026	George's Towing Co.	275.00	
76398	07/13/2026	Frank Silveira	270.73	Leisure Service Contract Instructor
76326	07/01/2026	Eileen Brown-July	270.00	
76336	07/01/2026	Roger Maryatt-July	270.00	
76338	07/01/2026	Randy Nicks-July	270.00	
76431	07/28/2026	Eileen Brown-Aug	270.00	
76441	07/28/2026	Roger Maryatt-Aug	270.00	
76443	07/28/2026	Randy Nicks-Aug	270.00	
76461	07/29/2026	Jolly Ice Cream	260.00	Concessions Vendor
76417	07/16/2026	Pink Salt Photos	250.00	Event Photographer
76333	07/01/2026	Cynthia Hewitt-July	208.52	
76438	07/28/2026	Cynthia Hewitt-Aug	208.52	
76410	07/16/2026	Yenealem Bekele	200.00	
76353	07/08/2026	AT&T	199.31	Phone Lines: Alarm Multiple Locations
76327	07/01/2026	Deberah Carey-July	194.83	
76328	07/01/2026	Kerry Carmody-July	194.83	
76330	07/01/2026	Jose Famalette-July	194.83	
76335	07/01/2026	Prisco Manglona-July	194.83	
76337	07/01/2026	Jeremias Morgado-July	194.83	
76339	07/01/2026	Nancy Ortiz-July	194.83	
76340	07/01/2026	Steve Pressley-July	194.83	
76341	07/01/2026	Francis Radziewicz-July	194.83	
76342	07/01/2026	Joan Russell-July	194.83	
76344	07/01/2026	Barbara Schmidt-July	194.83	
76345	07/01/2026	Audrey Tucker-July	194.83	
76346	07/01/2026	Adeline Varni-July	194.83	
76432	07/28/2026	Deberah Carey-Aug	194.83	
76435	07/28/2026	Jose Famalette-Aug	194.83	
76440	07/28/2026	Prisco Manglona-Aug	194.83	
76442	07/28/2026	Jeremias Morgado-Aug	194.83	
76444	07/28/2026	Nancy Ortiz-Aug	194.83	
76445	07/28/2026	Steve Pressley-Aug	194.83	
76446	07/28/2026	Francis Radziewicz-Aug	194.83	
76447	07/28/2026	Joan Russell-Aug	194.83	
76449	07/28/2026	Barbara Schmidt-Aug	194.83	
76450	07/28/2026	Audrey Tucker-Aug	194.83	

76451	07/28/2026	Adeline Varni-Aug	194.83	
76460	07/29/2026	Kerry Carmody-Aug	194.83	
76458	07/29/2026	Viet-Thu Ta	191.40	
76347	07/07/2026	Jerome Lohr	187.46	Retiree Benefit Stipend
76373	07/10/2026	Valencia Puu	181.00	
76376	07/13/2026	AT&T	180.48	Phone Lines: Alarm Multiple Locations
76420	07/16/2026	Whitney Yragui	180.00	
76456	07/29/2026	Jolly Ice Cream	176.00	Concessions Vendor
76355	07/08/2026	Cintas Corporation	168.27	First Aid Supplies
76349	07/07/2026	Joseph Davis	150.00	
76372	07/10/2026	Joaquin Moran	150.00	
76403	07/15/2026	Sukhdip Boparai	150.00	
76404	07/15/2026	Yien Saelee-Blair	150.00	
76406	07/16/2026	Nishra Alvarez	150.00	
76407	07/16/2026	J'Nae Fairley	150.00	
76409	07/16/2026	Saili Willis	150.00	
76418	07/16/2026	Beth Steele	150.00	
76429	07/27/2026	Joseph Davis	150.00	
76465	07/30/2026	Rajeshni Singh	150.00	
76357	07/08/2026	Kaiser Permanente-OHSS	141.00	
76380	07/13/2026	Cynthia Combs	129.60	Leisure Service Contract Instructor
76358	07/08/2026	Les Schwab Tires	127.90	
76369	07/09/2026	Kathryn Beseda	124.00	
76454	07/29/2026	Jennifer Donohoe	90.00	
76415	07/16/2026	Dale Lauder	79.33	
76385	07/13/2026	Philip Graham Jr	72.00	Leisure Service Contract Instructor
76377	07/13/2026	Bay Area Driving School	69.99	Leisure Service Contract Instructor
76413	07/16/2026	Jasmine Caragan	64.73	
76422	07/21/2026	Kori T Southall-Martinez	57.00	
76394	07/13/2026	Jeanette Mandap	50.00	
76352	07/08/2026	Big Creek Lumber & Building Materials	46.22	
76356	07/08/2026	Complete Welders Supply	45.10	
76397	07/13/2026	Karen Silas	45.00	Leisure Service Contract Instructor
76379	07/13/2026	Cintas Corporation	33.93	First Aid Supplies
76374	07/10/2026	Sandy Tawaratsumida	32.03	
76426	07/22/2026	Tomomi Tsukioka	30.00	
76453	07/29/2026	Graysen Cox	10.00	

Agenda 8.6

BOARD COMMUNICATION **Date: August 13, 2026**

TO: **Board Chairperson and Directors**

FROM: **Pam Sloan, Interim General Manager**

SUBJECT: **Approve Agreement with Solano Community Foundation to Establish a Program Fund for the Greater Vallejo Recreation District**

BACKGROUND AND DISCUSSION

The District seeks to establish a formal mechanism for receiving donations in support of recreation programs, community events, parks, and related services, thereby enhancing GVRD's offerings to the community. Such contributions will help initiate, expand, promote, and administer plans, programs, activities, and facility improvements that further the objectives and mission of the Greater Vallejo Recreation District.

Three Philanthropic Outcomes & Goals for the Fund have been identified:

Outcome #1: Promote wellness and healthy lifestyles by providing safe parks, innovative and fun recreation programs for all resident

Outcome #2: Provide Scholarship funding to Vallejo youth and seniors for program access and participation.

Outcome #3: To provide financial support for GVRD's community programs such as: Thanksgiving Meal Kit Giveaways, Holiday Toy Giveaways, Bands and Brews, Movie Nights, and more!

RECOMMENDATION

Board to review the agreement and authorize the creation of a program fund.

FISCAL IMPACT

The Solano Community Foundation has approved a one-year exception to standard Community Development Fees for this Fund. For Year One, fees will be assessed at $200 annually, or 5% of all gifts received during the year, whichever is greater. An evaluation will be conducted at year end; absent further Board or executive approval, the standard fee policy (currently $500 annually or 5% of gifts, whichever is greater) will apply beginning in Year Two.

ALTERNATIVES

Approve with modifications
Take no action

DOCUMENTS AVAILABLE FOR REVIEW

Attachment A: Draft Agreement with Solano Community Foundation

744 Empire Street, Suite 240
Fairfield, CA 94533
707-399-3846
www.solanocf.org

SOLANO COMMUNITY FOUNDATION

STATE OF CALIFORNIA
COUNTY OF SOLANO

NON-PERMANENT, RESTRICTED, FIELD OF INTEREST PROGRAM FUND AGREEMENT

THIS AGREEMENT ("Agreement") effective as of **August 17, 2026,** created for SOLANO COMMUNITY FOUNDATION, a California nonprofit corporation and community foundation ("Foundation") and **GREATER VALLEJO RECREATION DISTRICT** ("Donor/Fundholder") is the legal instrument used to document the creation and establishment of a Restricted, Field of Interest Program Fund ("Fund") of the Foundation. All persons and organizations making contributions to this Fund shall be bound by the terms of this Agreement.

In consideration of their mutual promises and obligations, and intending to be legally bound hereby, the parties named above agree to the terms and conditions as follows:

1. Name of Fund. The name of the Fund created hereby is the **Greater Vallejo Recreation District FUND.** Any recipient of grants disbursed from this Fund shall be advised of the full Fund name in writing as follows: "This grant is made possible from ***Greater Vallejo Recreation District Fund*, a *component fund of the Solano Community Foundation."***

2. Purpose of the Fund. The Fund is established to further carry out the general charitable purposes of the Foundation, as set forth in its Articles of Incorporation and Bylaws, as amended from time to time. Specifically, this Fund's overall **purpose is to:**

   Initiate, expand, promote, and administer plans, programs, activities, and facility improvements designed to advance and support the objectives and mission of the Greater Vallejo Recreation District.

3. Initial Contribution. Upon signing this Agreement, the Donor has voluntarily and irrevocably transferred and delivered to the Foundation the establishing charitable gift for the purpose specified. This initial contribution is described in and attached hereto as Exhibit A - *The Establishing Gift* and is made a part of this Agreement. This contribution, and all subsequent gifts received will be used for the purpose described, according to the terms and conditions set forth in this Agreement. Additional irrevocable gifts acceptable to the Foundation may be added to the Fund at any time, from the Donor or from any other source, all subject to the provisions hereof. All grants, bequests, and donations to this Fund shall be irrevocable once accepted by the Foundation.

4. Successor Donor/Fundholder of the Fund. The named Successor Fundholder for the Fund shall be the successor Chief Executive Officer of the Foundation, under the guidance and governance of the Foundation's Board of Directors.

5. Incorporation of Governing Instruments of the Foundation. The Foundation acknowledges receipt of the initial contribution and agrees to hold and administer this contribution and any subsequent contributions to the Fund under this Agreement, in accordance with the terms, and subject to conditions set forth in the Foundation's governing instruments. These instruments include Articles of Incorporation and Bylaws, as amended from time to time, and any resolutions, policies, and procedures in effect. All provisions of such governing instruments are implicit in this Agreement, and by this reference made a part hereof.

6. Distribution of Assets. Fund assets, net of the administration fees and expenses as set forth in the attached Fee Policy, may be committed, granted, or expended only for charitable purposes described in Code section 170(c)(1) or (2)(B); provided, however that such purposes are consistent with the exempt status and purposes of the Foundation.

    a. Gifts received to the Foundation for the purposes of the Fund with or without Donor' conditions or restrictions as to the use of the gift or income therefrom, will be honored, subject, however, to the authority of the Foundation's Board. The Board retains the right to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Foundation's Board, found unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Foundation or needs of the community served by the Foundation.

    b. No distribution shall be made from the Fund to any individual or entity if such distribution will, in the judgment of the Foundation, endanger the Foundation's tax- exempt status under I.R.S. Code, section 501(c)(3).

7. Administrative Provisions. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable California laws and the Foundation's Articles of Incorporation and Bylaws. The Board shall monitor distributions from the Fund to ensure they are used exclusively for charitable or other exempt purposes within the meaning of I.R.S. Code, section 170(c)(1) or (2)(B), and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170A-9(e)(11)(v)(B).

8. Conditions for Acceptance of Gifts. The Donor/Fundholder agrees to and acknowledges the establishment of the Fund herein is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and Bylaws of the Foundation as amended from time to time. Furthermore, it is understood that the conditions for acceptance of gifts by the Foundation to the Fund shall at all times be subject to such terms and conditions, including, but not limited by, existing and amended provisions for:
    a. Presumption of Donor intent.
    b. Variance from Donor direction.
    c. Amendments to Donor agreement.

9. Continuity. The Fund shall continue so long as assets are available in the Fund and the purpose for which the Fund was established can still be served by its continuation. If the Fund must close, the Foundation shall direct any remaining assets in the Fund for charitable or other exempt purposes that exclusively:

    a. Are within the scope of the charitable or other exempt purposes of the Foundation's Articles of Incorporation and that

    b. Serve the original purpose for which the Fund was established, or closely approximate it, in the good faith opinion of the Board.

10. This Fund is a component fund of the Foundation, and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power (1) To modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition

becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

11. Not a Separate Trust. The Fund shall be a **component fund** of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as trust property of a separate trust, Foundation, or other charitable entity.

12. Accounting. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to other Funds, or to the Foundation.

13. Investment of Funds. The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest, and reinvest the Fund assets. The Foundation shall have the power to commingle the assets of the Fund with those of other funds for investment purposes while separately accounting for Fund activity.

14. Annual Examination of Finances. The Board agrees to provide the Donors/Fundholders with a copy of the annual examination of the finances of the Foundation as audited and reported by an independent certified public accountant, to the Board of Directors.

15. Fees Paid by the Fund. It is understood and agreed that the Fund shall share a fair portion of the total administrative costs of the Foundation. Those costs and fees annually charged against the Fund (also known as *Community Development Fees*) shall be determined in accordance with the then current policy on administrative fees and schedule identified by the Foundation as applicable to funds of this type. Any fees or costs to the Foundation incurred by accepting, transferring, or managing gifts of appreciated stock or property donated to the Foundation for the Fund, shall also be paid from the Fund.

16. Donor Services. The Foundation performs a myriad of fund-related activities and provides specific services (with stipulations) to all Donors/Fundholders. These activities and services include detailed conditions and apply to all Funds. In that:

    a. The Fund is a "component fund of the Solano Community Foundation." This language must be used in all publicity and fundraising communications.

    b. Contributions to the Fund can be made at any time. Checks must be made payable to the Solano Community Foundation for deposit to the Fund.

    c. In keeping with I.R.S. guidelines, the Foundation does not accept cash gifts.

    d. Gifts of appreciated stock and other assets may be made to this Fund, accepted in accordance with the Foundation's Gift Acceptance Policy.

    e. The Foundation will send a gift acknowledgement (thank you) letter to all contributors. The letter will provide the Foundation's EIN (Employer Identification Number) and affirm its tax-exempt status.

    f. The Foundation will never sell or distribute any contact information about the Fundholder, or any other Donor, unless given express permission by the Donor.

    g. All fundraising activities conducted by the Donor/Fundholder (or by those acting on his/her behalf) to generate donations to the Fund must be held in compliance with federal, state, and local gift solicitation laws and regulations.

h. Each Fund will have its own fund page on the Foundation's website. At a minimum, the name of the Fund, its purpose, and date established will be posted on the Fund page. The Donor/Fundholder may provide the Foundation with text, photographs, video clips, quotes, URL links, and other information regarding the Fund or its purpose. All content must be approved by the Foundation and will be posted by the Foundation.

i. The Foundation's insurance policies do not and will not cover Donors/Fundholders.

j. In-kind donations (i.e., gifts in lieu of cash) may be made to the Fund if acceptable to the Foundation. In-kind gifts are subject to the Foundation's Gift Acceptance Policy.

k. It is the responsibility of the Donor to assign a specific monetary value for gifts with a declared value in excess of $5,000. The gift(s) must be appraised by the Donor or Foundation prior to acceptance and written evidence provided to both parties.

l. The Donor/Fundholder shall submit a written request, with supporting documentation, for each disbursement to be made from the Fund. The Donor/Fundholder acknowledges and agrees that the Foundation will not honor, and is under no direct obligation, to approve disbursement requests that exceed the fund current balance.

m. The Donor/Fundholder agrees that the Foundation is never to be portrayed as having any direct obligation for any event expense.

n. The Foundation agrees to routinely send an Annual Fund Statement to the Donor/Fundholder to show the Fund's activity and current balance for a stated period of time. Additional statements may be requested as needed.

17. The Donor/Fundholder's agreement and understanding of the terms and conditions described herein is acknowledged by signatures of the parties as named and set forth herein and attached hereto as Exhibit C – *Fund Agreement Signature Page*.

Exhibits A, B, and C, follow on the next pages and are legal components of this Agreement.

GREATER VALLEJO RECREATION DISTRICT FUND

EXHIBIT A – The Establishing Gift

Solano Community Foundation will confirm receipt of an establishing gift to the Fund, in the amount of $200.00, on or before **August 17, 2026.** This initial gift will also be referred to as the opening fund balance.

Additional contributions may be made to this Fund at any time. All subsequent gifts received will be accepted, held, and managed by the Foundation in accordance with the current Gift Acceptance Policy, Spending Policy, and conditions under which all non-endowed funds are held.

Distribution Policy & Conditions for
Non-Permanent, Restricted, Field of Interest Program Funds

As Donor/Fundholder, I understand and agree to the following terms and conditions which have been clearly explained to me:

1. By law, the establishing gift, or any subsequent gifts to this Fund will not be returned to me or to any donor. As per Foundation Investment Policy, monies within the Fund may be pooled but remain Foundation assets.
2. That the non-permanence of this Fund dictates that the Foundation will hold the monies as unrestricted assets, maintaining the name, legacy, and purpose of the Fund as set forth in the Fund Agreement.
3. Disbursements may only be made from this Fund to achieve the *philanthropic outcomes and goals* as identified below or serve the original purpose for which the Fund was established, or closely approximate it, in the good faith opinion of the Chief Executive Officer's office of the Foundation.
4. No distribution shall be made from the Fund to any individual or entity if such distribution will, in the judgment of the Foundation, endanger the Foundation's tax-exempt status under the I.R.S. Code, section 501(c)(3).
5. As a Field of Interest Program fund of the Foundation, disbursements for fundraising event expenses may also be awarded from this Fund upon written request. As stipulated in this Agreement, and with Chief Executive Officer of the Foundation office's approval, event vendor payments will only be authorized for the purpose for which the Fund was established. The Fund balance remaining after the disbursement is made must be greater than the required minimum Fund balance.
6. The required minimum Fund balance to keep this Fund active, and in good standing, is $500.00. (See EXHIBIT B – *Community Development Fee Policy* for details).

Philanthropic Outcomes & Goals for the Fund

- **Outcome #1: Promote wellness and healthy lifestyles by providing safe parks, innovative and fun recreation programs for all residents.**
  - *Establish a method to receive donations for recreation programs, events, parks and services to enhance GVRD's offering to the community.*

- **Outcome #2: Provide Scholarship funding to Vallejo youth and seniors for program access and participation.**
- **Outcome #3: To provide financial support for GVRD's community programs such as: Thanksgiving Meal Kit Giveaways, Holiday Toy Giveaways, Bands and Brews, Movie Nights, and more!**

GREATER VALLEJO RECREATION DISTRICT FUND

EXHIBIT B - Community Development Fee Policy

Community Development Fees (a.k.a. administrative fees) are paid from each fund held to the Foundation annually (depending on the existing fund balance) to help cover administrative and managerial costs. These fees are used by the Foundation for program support and operating expenses.

In accordance with the Policy on SCF Fee Structure for Funds and Services, the Foundation has approved a one-year exception to standard Community Development Fees for this Fund. For Year One, fees will be assessed at $200 annually, or 5% of all gifts received during the year, whichever is greater. This temporary adjustment is intended to allow the Foundation to evaluate transactional activity, administrative burden, and community response to the Fund. An evaluation will be conducted at year end; absent further Board or executive approval, the standard fee policy (currently $500 annually or 5% of gifts, whichever is greater) will apply beginning in Year Two.

Due to the non-permanent nature of this Non-endowed Fund, it will not earn interest or dividends, nor will it earn real, unreal, or capital gains.

The minimum Community Development Fee is deducted from the existing Fund balance of Non-Endowed Funds on January 31st of each year. The remainder of any fees owed (dependent upon gifts received during the year) will be deducted on December 31st in the same calendar year.

There are no embedded fees.

GREATER VALLEJO RECREATION DISTRICT FUND

EXHIBIT C – Fund Agreement Signature Page

We, as Co-representatives for this Fund and the Solano Community Foundation, have read the Fund Agreement, and all Exhibits attached hereto, and accept the terms and conditions contained herein.

IN WITNESS WHEREOF, the Solano Community Foundation has executed this Agreement effective **August 17,2026**, the month, day and year first provided on ***page one*** of this document.

Our signatures below acknowledge and confirm acceptance of this action.

For **Greater Vallejo Recreation District**

Signed by: __________________________________ Date: ______________
Name: Pamela Sloan
Title: GVRD General Manager (Fundholder)

Signed by: __________________________________ Date: ______________
Name: Noel Parkhurst
Title: GVRD Finance Director (Co-Fundholder)

For **Solano Community Foundation**

Signed by: __________________________________ Date: ______________
Name: Leslie Janik
Title: Chief Executive Officer

Signed by: __________________________________ Date: ______________
Name: Heather Henry
Title: Board Chair

END OF FUND AGREEMENT

Agenda 8.7

BOARD COMMUNICATION **Date: July 23, 2026**

TO: **Board Chairperson and Directors**

FROM: **Pam Sloan, Interim General Manager**

SUBJECT: **Approve Agreement with Townsend Public Affairs for Grant Writing Services**

BACKGROUND AND DISCUSSION

The district seeks to pursue grant opportunities to support parks and facilities infrastructure improvements. At its meeting on July 23, 2026, the Board authorized the selection of Townsend Public Affairs as the grant writing firm to prepare and submit four grant applications on behalf of the District.

RECOMMENDATION

The Board to review agreement and approve.

FISCAL IMPACT

The fees are $10,000 for the first project and each grant thereafter is $7,500 per grant, therefore the cost would be $32,500 for four grant applications.

ALTERNATIVES

Approve with modifications

DOCUMENTS AVAILABLE FOR REVIEW

Attachment A: Draft Agreement with Townsend Public Affairs

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 13th day of August 2026, by and between Greater Vallejo Recreation District ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."

2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").

3. Fees.
Client agrees to pay Consultant for the Services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.

4. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.

6. Lobbyist Registration
The Services provided under this Contract may require the Client to file Form 602 with the California Secretary of State, file quarterly Form 635 reports, and/or register with the United States Congress. Consultant will prepare the applicable forms and registration documents for the Client's review and signature and, upon receipt of all required information and executed documents, will submit such filings on behalf of the Client.

7. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the achievement of any specific result including, without limitation, the defeat or enactment of any legislative or administrative proposal. Consultant does not guarantee, represent or warrant any specific results in connection with the provision of Services. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of Services rendered hereunder.

8. Independent Contractor.
Client confirms to Consultant that the Services provided by Consultant to Client hereunder are not of a type performed by Client on its own behalf and are not within the scope of Client's usual business. It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant's performance of the Services shall not be subject to the control and direction of Client. Both parties acknowledge that Consultant is not an employee for state or federal tax

purposes. Consultant fully retains the right to contract with and perform services for other parties during the entire term hereof.

9. Work Product
Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.
Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.
This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.
Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.
Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.
By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

15. Notice.
Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client:	Greater Vallejo Recreation District 395 Amador Street Vallejo, CA 94590
To Consultant:	Townsend Public Affairs, Inc. Attention: Christopher Townsend, President 1401 Dove Street, Ste. 430 Newport Beach, CA 92660

16. Execution.
The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"	"CLIENT"
TOWNSEND PUBLIC AFFAIRS, INC.,	GREATER VALLEJO RECREATION DISTRICT
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title:_______________________________

EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES

TERM:	August 13, 2026 through July 31, 2027
FEE SCHEDULE:	The Fees for Services provided under this Contract are set forth in Exhibit A. Any project, grant application, or other service not specifically identified in Exhibit A will be considered an additional service and may only be undertaken upon the mutual written agreement of both parties, including written agreement regarding the scope of work, fees, and any applicable deadlines.
SERVICES:	Please see attached Addendum to Exhibit "A" for full description of services provided.

Client Initials _________

Consultant Initials ________

TOWNSEND PUBLIC AFFAIRS

WWW.TOWNSENDPA.COM

GREATER VALLEJO RECREATION DISTRICT

Greater Vallejo Recreation District

Proposal for On-Call Grant Writing Services

August 5, 2026

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

August 5, 2026

Pam Sloan, Interim General Manager
Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590

Dear Ms. Sloan:

Thank you for the opportunity for Townsend Public Affairs, Inc. (“TPA”) to submit our proposal for On-Call Grant Writing Services to the Greater Vallejo Recreation District (“District”).

Since our inception in 1998, TPA has earned the reputation as a ***Champion for Better Communities*** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet each client's individual needs. We leverage the breadth and depth of our team and our vast network of relationships with key stakeholders and decision makers.

Over the years, TPA has been proud to secure more than **$3.4 billion in competitive grants and appropriations** and to successfully advance more than **165 pieces of legislation** on behalf of our clients. But beyond the numbers, what sets us apart is our dedication to helping public agencies like GVRD turn bold ideas into reality, whether securing new funding, shaping grant program guidelines, or protecting vital resources that residents rely on.

Thank you again for your interest in our firm and consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the Greater Vallejo Recreation District.

Yours truly,

Christopher Townsend
President

FIRM OVERVIEW

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- **Founder/Owner/President**: Christopher Townsend
- **Advocacy Success:** Shepherded **over 165** client-sponsored legislative items into law
- **Funding Success**: Over **$3.4 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- **Longevity**: 27 years (founded in 1998)
- **Number of Employees**: 23
- **Number of Registered State and Federal Lobbyists and Grant Writers**: 18
- **Number of Offices: Five**
  - TPA State Capitol Office, Sacramento
  - TPA Federal Office, Washington, DC
  - TPA Northern California Office, Oakland
  - TPA Central California Office, Fresno
  - TPA Southern California Office, Newport Beach
- **Types of Clients:**
  - Parks and Recreation Districts
  - City Governments
  - County Governments
  - Water and Sanitation Districts
  - Transportation Districts
  - K–12 School Districts
  - Community College Districts
  - Fire Protection Districts
  - Museums, Science Centers, and Cultural Facilities
- **Areas of Specialization:**
  - Parks and Community Facilities (Recreational, Cultural, Historical)
  - Local Governance (Cities, Counties, Special Districts)
  - Transportation Policy and Infrastructure
  - Water and Sanitation Policy and Infrastructure
  - Public Safety
  - Education Policy and Infrastructure
  - Housing and Economic Development
  - Energy, Environment, and Natural Resources
  - Budget and Finance
- Over **80%** of clients receive **more than $1 million** in grant awards in their first full year of working with TPA
- TPA has secured **more than $94.1 million** in competitive funding through Calfiornia Department of Parks and Recreation's Statewide Parks Program (SPP).

GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies and private and nonprofit grant programs. These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Area	State Funding	Federal Funding	All Sources
Water and Sanitation	$134 Million	$45.2 Million	$179 Million
Transportation	$788 Million	$416 Million	$1,204 Million
Education	$262 Million	$51.9 Million	$313 Million
Parks and Recreation	$316 Million	$54.7 Million	$371 Million
Cultural Resources	$140 Million	$14.3 Million	$154 Million
Housing and Development	$817 Million	$64 Million	$881 Million
Public Safety	$165 Million	$130 Million	$295 Million
TOTAL	**$2.6 Billion**	**$766 Million**	**$3.4 Billion**

TPA will utilize the following strategic and comprehensive approach to provide project-based grant writing services to the District:

- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on the District's grant applications through the following process:
  - **Establishment of Clear Accountabilities:** TPA will coordinate with the District to ensure the assignment of responsibilities and tasks is clear so that confusion and inefficiency are avoided and the District is burdened as little as possible while TPA pursues a grant opportunity**.**
  - **Provide Overview of Full Application Requirements:** For the grant application, TPA will provide the District with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the District's project. This will include:
    - Application timeline
    - Eligible project types
    - Funding availability and award maximums and minimums
    - List of application components, including proposal questions and any required attachments
  - **Assemble Project Background and Details**: TPA will conduct a detailed informational interview with the District staff most involved with the project to fully understand the project background and scope details necessary for developing the grant proposal and addressing all application questions.
  - **Coordinate Technical Project Details**: For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with District staff to compile all necessary attachments and ensure consistency across all application elements.
  - **Draft Written Proposal**: TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the District could be provided during the proposal review process.
  - **Incorporate Feedback to Finalize Proposal**: Well ahead of the application deadline, TPA will provide the District with a complete draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and obtain District approval for the final version before submission.
  - **Submit Completed Application**: TPA will ensure that the application is submitted before the deadline, whether electronically or in hard copies, per the submission instructions for each program. For hard copy submissions, TPA will print and package applications according to submission instructions and ship them through a reliable courier service such as FedEx to provide the District with tracking and delivery confirmation. TPA will also obtain a receipt for proof of submission and provide the District with a final copy of all submitted application documents.

  - **Funding Advocacy:** Throughout the grant application process, TPA will leverage relationships with relevant officials and program officers within Caltrans to ensure that the District's grant application aligns with the goals of the specific grant program and are well-crafted and well-positioned for funding.

- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on the District's projects and convey their support.

- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. When grant applications are unsuccessful, TPA will work with the relevant funding agencies to set up in-person or telephone debriefing sessions to discuss them and how to best revise them for the next funding round to ensure success.

FEE SCHEDULE

PROJECT I:

DESCRIPTION OF SERVICES	APPLICATION FEE
Project-Based Grant Writing Services Norman King Center, Vallejo Community Center, Carquinez Park, and Crest Buildings Projects	**$32,500***
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
**The project fee includes all reasonable business and travel expenses.*	
TPA proposes a fee of $10,000 for the first grant application submitted on behalf of the District. For each additional grant application, TPA proposes a fee of $7,500. If the District elects to retain TPA to prepare and submit all four grant applications, TPA proposes a not-to-exceed amount of $32,500.	

PROJECT II:

DESCRIPTION OF SERVICES	FEE
On-Call Grant Writing Services	**$3,500-$30,000* Per Application**
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	As Needed and Identified by the City/TPA
• Establishment of Clear Accountabilities	As Needed and Identified by the City/TPA
• Provide Overview of Full Applications Requirements	As Needed and Identified by the City/TPA
• Assemble Project Background and Details	As Needed and Identified by the City/TPA
• Coordinate Technical Project Details	As Needed and Identified by the City/TPA
• Draft Written Proposal	As Needed and Identified by the City/TPA
• Incorporate Feedback to Finalize Proposal	As Needed and Identified by the City/TPA
• Submit Completed Application	As Needed and Identified by the City/TPA
• Funding Advocacy	As Needed and Identified by the City/TPA
• Post-Grant Submittal Advocacy	As Needed and Identified by the City/TPA
• Post-Award Services—Above and Beyond Advocacy	As Needed and Identified by the City/TPA
• Comprehensive Follow-Up on Unsuccessful Applications	As Needed and Identified by the City/TPA
• Provide Monthly Progress Reports	Included
**The project fee is determined by grant program requirements and length of project.*	

Agenda 9.1

BOARD COMMUNICATION **Date: August 13, 2026**

TO: **Board Chairperson and Directors**

FROM: **Antony Ryans, Recreation Services Director**

SUBJECT: **Request for Facility Fee Waiver – Vallejo Together 3rd Annual Maria Guevara Gala at Dan Foley Community Center**

BACKGROUND AND DISCUSSION

The Greater Vallejo Recreation District (GVRD) has received a request from Vallejo Together for a waiver of venue and event-related costs associated with its 3rd Annual Maria Guevara Gala, scheduled for Friday, September 18, 2026, from 5:30 p.m. to 9:30 p.m. at the Dan Foley Community Center. The request is associated with Permit #7069. Total event-related charges are $2,678.00.

Vallejo Together has served neighbors experiencing homelessness in Vallejo for more than two decades through volunteers, its Board of Directors, community partners, and private donors. According to the organization, its mission is to engage neighbors without shelter and work collaboratively to meet diverse needs through necessities, direct service referrals, meaningful partnerships, and advocacy.

This year's gala celebrates the legacy of Vallejo Together founder Maria Guevara while raising funds to sustain and expand the organization's programs and services. Vallejo Together anticipates more than 225 guests, which it states would make this its largest gala to date. The organization has requested that GVRD serve as a community sponsor by waiving the venue and event-related costs associated with the event.

According to the applicant, funds saved through the requested sponsorship would be redirected toward outreach, essential services, community engagement, and housing-focused initiatives supporting Vallejo residents without shelter. The gala is planned to include refreshments, complimentary champagne, keynote speakers, organizational impact updates, community recognition, entertainment, and dancing.

Vallejo Together requested District support through the waiver of venue and event-related costs. The current Facility Rental Permit #7069 reflects total charges of $2,678.00. Staff reviewed the applicable charges and determined that $1,528.00 in facility and event-related fees are eligible for Board consideration. The $400.00 security charge and $750.00 Cleaning & Damage Deposit, totaling $1,150.00, are non-waivable and remain the responsibility of the renter. The $750.00 Cleaning & Damage Deposit has been paid.

RECOMMENDATION

Board review the request and approve the eligible facility fee waiver totaling $1,528.00 for Vallejo Together's 3rd Annual Maria Guevara Gala scheduled for September 18, 2026, at the Dan Foley Community Center. Security fees and the Cleaning & Damage Deposit totaling $1,150.00 are non-waivable and remain the responsibility of the renter.

FISCAL IMPACT

Description	Amount
Lake Room (7 Hours)	$938.00
Refreshment Center (7 Hours)	$315.00
PA System - Audio	$50.00
PA System - Visual	$50.00
Banquet Seating - up to 200	$150.00
Surcharge	$25.00
Total Eligible for Waiver	**$1,528.00**
Security Guard (Non-Waivable)	$400.00
Cleaning & Damage Deposit (Non-Waivable)	$750.00
Total Non-Waivable Charges	$1,150.00
Total Event-Related Charges	$2,678.00
Deposit Paid	$750.00
Current Balance Due	$1,928.00

Approval of the eligible fee waiver would result in a reduction of District facility and event-related revenue totaling $1,528.00. Vallejo Together remains responsible for $1,150.00 in non-waivable security and Cleaning & Damage Deposit charges. The $750.00 deposit has been paid, leaving a current permit balance of $1,928.00 prior to any Board-approved waiver. Total event-related charges are $2,678.00.

ALTERNATIVES CONSIDERED

1. Approve as Requested (Recommended)

Approve the full waiver of eligible facility and event-related fees totaling $1,528.00. Vallejo Together would remain responsible for the non-waivable security fees and Cleaning & Damage Deposit totaling $1,150.00.

2. Approve with Modifications

Approve a partial waiver of the $1,528.00 in eligible facility and event-related fees while requiring payment of the remaining eligible costs, in addition to the $1,150.00 in non-waivable security and deposit charges. This option provides District support while maintaining greater cost recovery.

3. Approve Selected Fee Categories
Approve the waiver of selected eligible fee categories while requiring Vallejo Together to pay the remaining eligible costs, in addition to all non-waivable security fees and the Cleaning & Damage Deposit.

4. Deny the Request
Require the applicant to pay all applicable facility and event-related fees totaling $2,678.00 in accordance with the District's adopted fee schedule. This option preserves full cost recovery for the District.

ENVIRONMENTAL REVIEW
This action is not considered a project under the California Environmental Quality Act (CEQA) and is therefore exempt from environmental review.

PROPOSED ACTION
Discussion and possible action to approve an eligible facility fee waiver totaling $1,528.00 for Vallejo Together's 3rd Annual Maria Guevara Gala to be held on September 18, 2026, at the Dan Foley Community Center. Security fees and the Cleaning & Damage Deposit totaling $1,150.00 are non-waivable.

DOCUMENTS AVAILABLE FOR REVIEW
Attachment A: Fee Waiver Request Letter from Vallejo Together dated July 6, 2026
Attachment B: Vallejo Together 3rd Annual Gala Presentation

Voicemail (707) 238-2296
www.vallejotogether.org
P.O. Box 6273 Vallejo, CA 94591

Together, we can. Together, we will.

July 6, 2026

Dear Antony,

On behalf of Vallejo Together, I am writing to respectfully request the Greater Vallejo Recreation District's support for our **3rd Annual Maria Guevara Gala**, taking place on **Friday, September 18, 2026**, from **5:30 p.m. to 9:30 p.m.** at the Dan Foley Community Center.

For more than two decades, Vallejo Together has served our neighbors experiencing homelessness through the dedication of our volunteers, Board of Directors, community partners, and generous private donors. Our mission is to engage our neighbors without shelter in Vallejo and work collaboratively to meet their diverse needs through necessities, direct service referrals, meaningful partnerships, and advocacy that creates lasting change.

This year's gala celebrates the legacy of our founder, **Maria Guevara**, while raising critical funds to sustain and expand Vallejo Together' s programs and services. We expect welcoming more than **225 guests**, making this our largest gala to date. We respectfully ask that GVRD serve as our community sponsor by waiving all venue and event-related costs associated with **Permit #6878**, totaling **$2,678.00**. Specifically, we request consideration of a waiver for: Dan Foley Community Center – Lake Room rental fees, Refreshment Center usage fees, Event setup, and breakdown fees, Audio/Visual (PA system) fees, Staffing and event support fees, Security fees, Custodial and cleanup fees, any other facility-related fees associated with hosting the event.

Your partnership would make a meaningful investment in the work being done to support Vallejo's unhoused community. Every dollar saved through this sponsorship will be redirected toward outreach, essential services, community engagement, and housing-focused initiatives that directly help our neighbors in need. The gala will be an evening of celebration, inspiration, and community. Guests will enjoy refreshments, complimentary champagne, opportunities to connect with community leaders and supporters, keynote speakers, updates on Vallejo Together' s impact, recognition of outstanding community members, entertainment, and dancing. More importantly, the evening will highlight the collective work being done to address homelessness while inspiring continued community investment in solutions that make a lasting difference.

We appreciate GVRD's longstanding commitment to the Vallejo community and hope you will partner with us in making this year's gala a success. Your generosity will help ensure that Vallejo Together can continue providing compassionate, community-driven services to those who need them most.

Should you have any questions or require more information, please feel free to contact me on **(707) 238-2296** or by email. We would be grateful for the opportunity to discuss this request with the Board.

Thank you for your consideration and continued support of our community. **Together, we can. Together, we will.**

Sincerely,

Jackie Jones
Board President
Jackie@vallejotogether.org

ATTACHMENT B

Vallejo Together's 3rd Annual Gala

HONORING A LEGACY. BUILDING A FUTURE

FRIDAY, SEPTEMBER 18, 2026

5:30 - 8:30 PM | **DAN FOLEY CULTURAL CENTER**

Questions:

admin@vallejotogether.org

VALLEJO TOGETHER

Who We Are

VALLEJO TOGETHER IS A COMMUNITY-BASED NONPROFIT ORGANIZATION DEDICATED TO IMPROVING THE HEALTH, WELLNESS, AND QUALITY OF LIFE OF PEOPLE EXPERIENCING HOMELESSNESS OR HOUSING INSTABILITY IN VALLEJO. FOUNDED IN 2010 AS A VOLUNTEER-LED INITIATIVE AND INCORPORATED AS A NONPROFIT IN 2019, THE ORGANIZATION USES A HOUSING FIRST AND PUBLIC HEALTH APPROACH TO CONNECT INDIVIDUALS WITH ESSENTIAL RESOURCES, SUPPORTIVE SERVICES, AND PATHWAYS TO PERMANENT HOUSING.

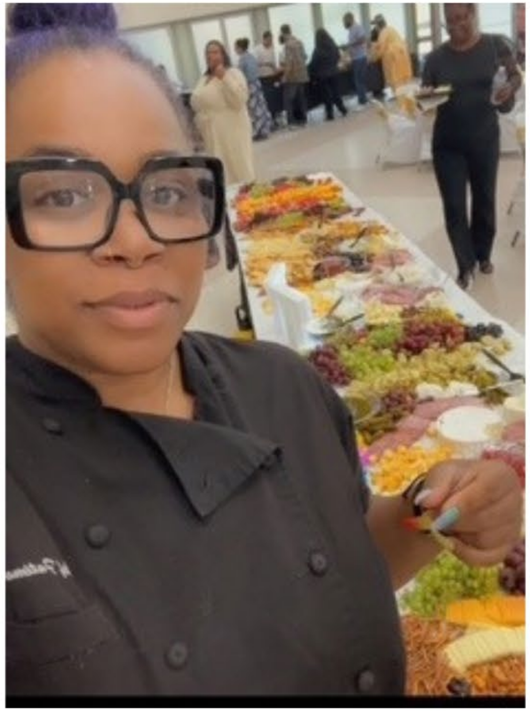
What We Do

WORK IN PARTNERSHIP WITH PUBLIC AGENCIES, SERVICE PROVIDERS, BUSINESSES, FAITH COMMUNITIES, AND VOLUNTEERS, VALLEJO TOGETHER PROVIDES MOBILE OUTREACH, MEALS, HYGIENE SUPPLIES, RESOURCE REFERRALS, MAIL SERVICES, ADVOCACY, AND COMMUNITY ENGAGEMENT. THROUGH COLLABORATION.

Last Year In A Glimpse

- SHARED 21,800 +MEALS
- DISTRIBUTED 3,2OO+ CARE PACKAGES
- PROVIDED 1,100+ RIDES
- DISTRIBUTED 500+ TENTS,TARPS,SLEEPING BAGS AND OTHER EMERGENCY SHELTER SUPPLIES
- ENROLLERD 125 UNHOUSED NEIGHBORSIN OUR MAIL PROGRAM

WINTER COAT DELIVERIES
MOBILE BASIC NEEDS PROGRAM
TOGETHER WE CAN
TOGETHER WE WILL
VALLEJO TOGETHER
VALLEJOTOGETHER.ORG
DONATIONS? Email: BasicNeedsItems@vallejotogether.org


Thank You!
PROOF OF LIFE
COMMUNITY CLEAN UP & OUTREACH
AT THE WHITE SLOUGH
VOLUNTEER FOR EARTH DAY
SCAN OR EMAIL TO SIGN-UP OR DONATE
APRIL 25TH 10 A.M. - 4 P.M.
vallejo.homeless.union@gmail.com
SOLANO COUNTY SUPERVISOR
CASSANDRA JAMES
FIRST DISTRICT • GREATER VALLEJO
TONIA LEDIJU
BRIANNA ROGERS
enough housing.
NAACP Vallejo Branch
Charles Palmares
SIOT
RESOURCE CONNECT SOLANO
Thank You All

Gala’s Purpose

Vallejo Together's Annual Gala is our signature fundraising event dedicated to supporting programs and services that assist individuals and families experiencing homelessness and housing instability in our community.

This special evening also serves as a tribute to the life, vision, and legacy of Maria Guevara, Vallejo Together's founder, whose unwavering compassion, leadership, and commitment to serving our most vulnerable neighbors inspired a movement that continues to grow today.

HONOR A LEGACY

"LOVE EXPOLDES,
THAT'S HOW IT
WORKS."

MARIA GUEVARA
(9.18.1974 - 5.7.2020)

VALLEJO TOGETHER'S 3RD ANNUAL GALA IS TO CELEBRATE AND SHOWCASE THE ORGANIZATION'S IMPACT IN THE VALLEJO COMMUNITY, HONOR OUTSTANDING COMMUNITY MEMBERS AND PARTNERS WHOSE LEADERSHIP AND SERVICE HAVE STRENGTHENED OUR CITY, AND RAISE FUNDSTO SUPPORT VALLEJO TOGETHER'S OPERATIONAL AND PROGRAM EFFORTS.

THE GALA ALSO PROVIDES MEANINGFUL OPPORTUNITIES FOR LOCAL YOUTH TO ENGAGE IN COMMUNITY SERVICE. LAST YEAR, MORE THAN 10 YOUTH VOLUNTEERS SUPPORTED THE EVENT, GAINING VALUABLE EXPERIENCE IN EVENT OPERATIONS, CUSTOMER SERVICE, TEAMWORK, AND LEADERSHIP.

THIS YEAR, WE PLAN TO OFFER THE SAME OPPORTUNITY, FURTHER EXPANDING YOUTH ENGAGEMENT THROUGH VOLUNTEERISM ACROSS ALL VALLEJO TOGETHER PROGRAMS. APPROXIMATELY 30 YOUTH PARTICIPATED IN VOLUNTEER SERVICE OPPORTUNITIES LAST YEAR. THESE EXPERIENCES HELP YOUNG PEOPLE BUILD CONFIDENCE, DEVELOP PROFESSIONAL SKILLS, AND STRENGTHEN THEIR CONNECTION TO THE COMMUNITY WHILE CONTRIBUTING TO THE SUCCESS OF IMPORTANT COMMUNITY EVENTS SUCH AS THE GALA.

BY SPONSORING THIS EVENT, YOU ARE NOT ONLY SUPPORTING A CELEBRATION OF COMMUNITY ACHIEVEMENT BUT ALSO INVESTING IN THE NEXT GENERATION OF LEADERS.

VALLEJO TOGETHER RESPECTFULLY REQUESTS THAT GVRD WAIVE ALL VENUE AND EVENT-RELATED FEES FOR VALLEJO TOGETHER'S 3RD ANNUAL GALA.

THE REQUEST INCLUDESFULL WAIVER OF:

- FACILITY RENTAL FEES
- REFRESHMENT ROOM USAGE FEES
- SETUP AND BREAKDOWN FEES
- AUDIO/VISUAL FEES
- STAFFING AND SUPPORT FEES
- SECURITY AND CUSTODIAL FEES

SPONSORSHIP LEVELS

YOUR SUPPORT. THEIR FUTURE. TOGETHER WE CAN. TOGETHER WE WILL.

PLATINUM SPONSOR
$5,000 AND UP

- Premier logo placement on all promotional materials
- Featured as a Platinum Sponsor on the Vallejo Together website
- Printed logo on event signage and banners
- Recognition during the Gala program
- Social media spotlight before and after the event
- Reserved VIP Table for 8

GOLD SPONSOR
$3,000–$4,999

- Featured as a Gold Sponsor on the Vallejo Toget…
- Listed as a Gold Sponsor on all promotional materials
- Printed logo on event signage and banners
- Recognition during the Gala program
- Reserved Table for 6
- Social media recognition

SILVER SPONSOR
$2,000–$2,999

- Featured as a Silver Sponsor on the Vallejo Together website
- Listed as a Silver Sponsor on all promotional materials
- Printed logo on event signage and banners
- 4 Gala Tickets

BRONZE SPONSOR
$1,000–$1,999

- Featured as a Bronze Sponsor on the Vallejo Together website
- Listed as a Bronze Sponsor on all promotional materials
- Printed logo on event signage and banners
- 2 Gala Tickets

COMMUNITY SPONSOR
$500–$999

- Featured as a Community Sponsor on the Vallejo Together website
- Listed as a Community Sponsor on all promotional materials
- Printed logo on event signage and banners

VALLEJO TOGETHER

Every sponsorship directly supports Vallejo Together's outreach, transportation assistance, meal program, mail program, resource navigation, and essential services for our unhoused neighbors. Together, we can build a stronger, more compassionate Vallejo.

SCAN TO SPONSO…
OR DONATE T…

THANK YOU
AND
WE HOPE TO SEE YOU THERE.
TOGETHER WE CAN.
TOGETHER WE WILL.

VALLEJO TOGETHER

Cost Recovery and Local Decision-Making

Selected primary-source quotations and references for GVRD Board discussion

Overview

This page assembles the principal sources relevant to GVRD's use of cost-recovery benchmarks and the Service Allocation Pyramid. Together, they establish that these tools guide local decisions rather than impose fixed mandates, and that GVRD should consider community values, equity, ability to pay, access, and program-specific conditions.

1. National Recreation and Park Association

> “These results are not standards that agencies should strive to meet. Instead, they represent a snapshot of current circumstances that agencies can use for benchmarking.”

Reference: National Recreation and Park Association, 2026 NRPA Agency Performance Review, report p. 4 (PDF p. 5).

NRPA Agency Performance Review (official PDF)

2. Pyramid Cost Recovery Methodology

> “The model is intended as a discussion point and is very dependent on agency philosophies. The resulting pyramid is unique to each agency.”

Reference: BerryDunn, Pyramid Cost Recovery Methodology, Appendix E, PDF pp. 2-3. The methodology also directs the organization to align philosophically with its constituents.

BerryDunn Pyramid Methodology (public PDF)

3. GVRD Policy Manual - Policy 3012

> “Community sentiment and expectations; Political and social will; not all cases are ‘one price fits all.’”

Reference: Greater Vallejo Recreation District Policy Manual, Policy 3012 - Fee, Subsidy, and Pricing, PDF pp. 139-145; especially pp. 142-144. The policy also addresses equity, ability to pay, flexibility, and individual program analysis.

GVRD Policy Manual (public PDF)

4. Historical Pyramid Implementation

> “Every community is different. The organization wants to be certain that it is philosophically aligned with its residents.”

Reference: Willamalane Park and Recreation District, Cost Recovery Model (January 2008), report p. 10 (PDF p. 16). See also report p. 17 (PDF p. 23), describing the model as a discussion point unique to each agency.

Willamalane 2008 Cost Recovery Model (public PDF)

5. GVRD 10-Year Master Plan

> “Because each community is different, benchmarking is not intended to be the sole tool for making such decisions.”

Reference: Greater Vallejo Recreation District, 10-Year Comprehensive Parks and Recreation Master Plan, report p. 137 (PDF p. 145). The statement immediately precedes discussion of the NRPA cost-recovery benchmark.

GVRD 10-Year Master Plan (public PDF)

Greater Vallejo Recreation District

Rules and Regulations

POLICY NUMBER/TITLE: 3012 Fee, Subsidy, and Pricing

PURPOSE:
Setting a pricing policy serves as a tool for evaluating services and establishing appropriate fees. Standardizing how we set prices ensures that the resulting price meets District goals and provides the framework to ensure consistency for all Vallejo residents for the value received. ***A pricing policy creates transparency and consistency in fees and charges for programs and services.***

Establishing a pricing policy yields lasting benefits including:

- Stretching taxpayer investment to realize the optimal return
- Allowing prices to reflect users' investment in themselves based on individual benefit
- Promoting program respect or ownership
- Developing deeper commitment to the program users help support
- The dollars customers invest in their parks and recreation experiences will come back to them in better quality services and facilities

The District is dedicated to fostering healthy lifestyles and helping the community thrive. Our Mission is building community and enhancing the quality of life through people, parks, and programs.
As the District continues to provide services and facilities age, the District must be prepared to maintain this high level of service and develop a financial system to continue this community investment.

The District offers a variety of programs, which benefit the residents and visitors of the Vallejo area. While the community benefits, different levels of community investment are appropriate based on level of benefit. The goal of this policy is to create a balance between user fees and taxpayer investment for our programs, services, and facilities, ensuring that all citizens have equal access and choice in participation.

POLICY:
The District strives to efficiently offer the most diversified services ensuring that all have equal access and ability to participate in a wide variety of programs and services. The District prices programs, services and facilities in a manner that balances user fees and taxpayer investment. Pricing takes into consideration the public benefit, users' ability to pay, level of benefit and exclusivity the user receives above what a general taxpayer receives. Pricing ensures equity; those who benefit the most should pay the most. Pricing ensures that users pay appropriate fees and available taxpayer funds are used to achieve the optimal return on investment and ensure access to parks and programs.

↑ Table of Contents

OBJECTIVES:
This formal pricing policy establishes a comprehensive long-term strategy to address current and future needs of the Vallejo community. The objectives of effective pricing are:

- **Equity**
- **Value**
- **Revenue Production**
- **Efficiency**
- **Revenue Distribution**
- **Assistance**

STRATEGY:
To successfully determine price, the District proposes the following steps:

- Identify/classify programs/services/facilities
- Identify core services
- Identify direct and indirect costs
- Establish cost recovery goals/recovery range
- Identify pricing methods
- Determine price
- Determine market value/benchmarking

CORE SERVICES:
Core services are those which are central and vital to fulfilling our mission. The District has identified the following core services:

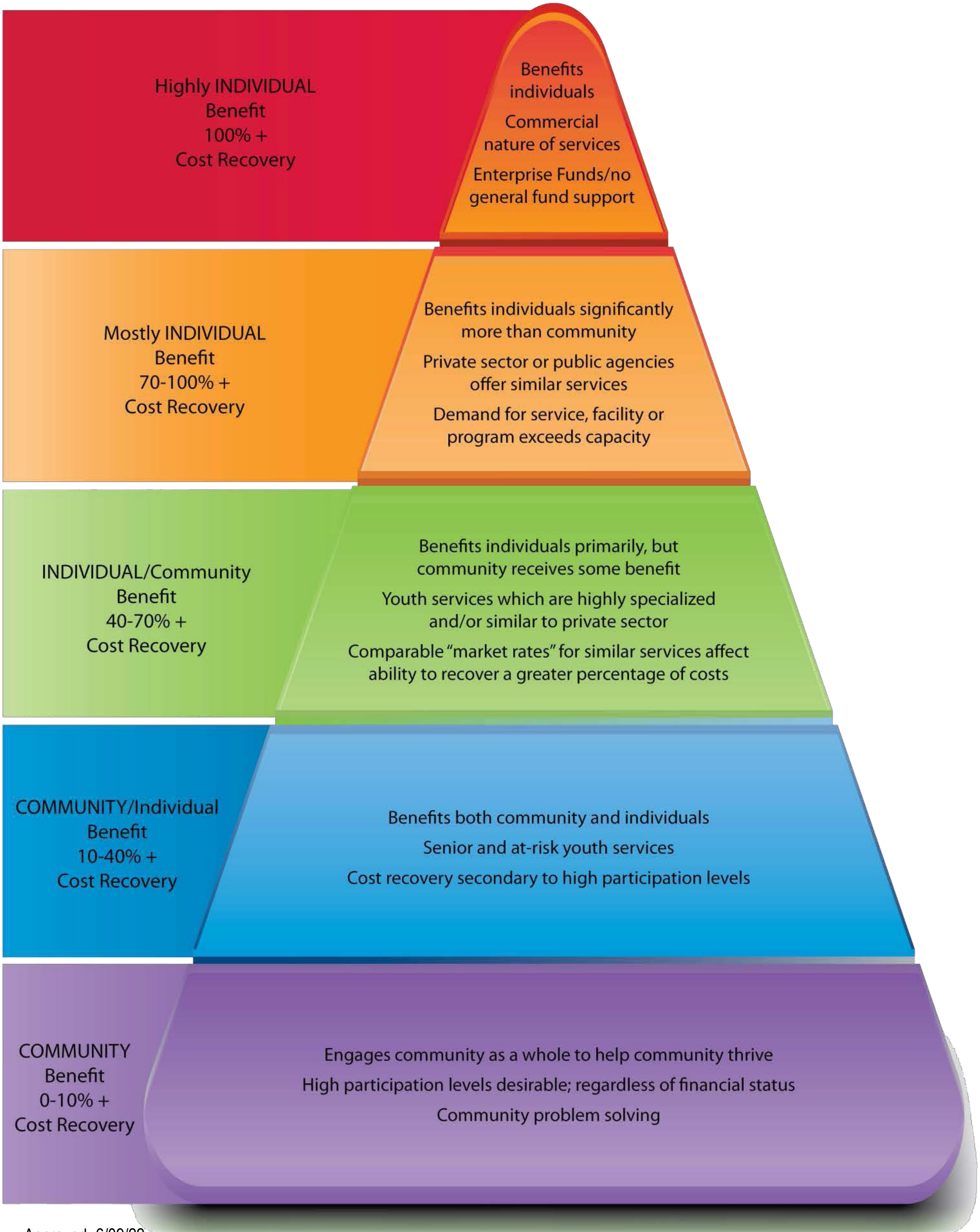
- Access to recreation and cultural experiences for all ages, abilities, and demographics
- Existing facilities open, programmed and maintained
- Existing parks maintained and available for community use
- Youth beginning skill development
- Community problem solving
- Community wellness and fitness
- Safe and healthy community
- Parks and facility development
- Preservation of natural resources/open space

The District concentrates on providing and growing core services and continually evaluates the need for non-core services.

↑ Table of Contents

TYPE OF USE:

District services are classified into five different categories. The type of service directly determines the cost recovery strategy or pricing methods to be used in the pricing of services and products. The five categories are listed in the pyramid figure that follows.



↑ Table of Contents

Conceptually, the base level of the pyramid represents the mainstay of public parks, recreation, and community -based programs. Programs appropriate to higher levels of the pyramid should only be offered when the preceding levels below are full enough to provide a foundation for the next level. This foundation and upward progression is intended to represent the parks and recreation core services, while also reflecting the growth and maturity of an organization as it enhances its program and facility offerings.

The District provides a broad supporting base of core service, enhanced with more specialized services as resources allow.

COMMUNITY Benefit

The foundational level of the pyramid is the largest and includes those programs, facilities and services that benefit the COMMUNITY as a whole. These programs, facilities and services may increase property values, provide safety, address social needs, and enhance quality of life for residents. The community generally expects the District to offer these services and supports paying for these services and facilities through property taxes. These services are offered to residents at a minimal fee or no fee and support the core services of the District. A large percentage of the tax support of the agency would fund this level of the pyramid.

COMMUNITY/Individual Benefit

The second and a smaller level of the pyramid represents programs, facilities and services which promote individual physical and mental well-being and provide recreation skill development. They may have a community benefit but to a smaller group of the community. They are generally the more traditional, expected services and beginner instructional levels. These programs, services and facilities are typically assigned fees based on a specific percentage of direct and indirect costs. Costs are partially offset by both a tax subsidy to account for the COMMUNITY benefit and participant fees to account for the INDIVIDUAL benefit.

INDIVIDUAL/Community Benefit

The third and even smaller level of the pyramid represents services with less of a community benefit which promote individual, physical and mental well-being and provide an intermediate level of recreational skill development. This level provides more INDIVIDUAL benefit and less COMMUNITY benefit and is priced to reflect this. The individual fee recovers more costs or has a higher cost recovery goal than programs and services that fall within the lower levels of the pyramid.

Mostly INDIVIDUAL Benefit

The fourth level of the pyramid represents specialized services generally for specific groups and may have a competitive focus. In this level, programs and services may be priced to recover full cost including all direct and indirect costs.

Highly INDIVIDUAL Benefit

The top level of the pyramid represents activities that are highly individualized and may even fall outside our core services. In this level, programs and services should be priced to recover full cost including all direct and District -wide indirect costs.

COST RECOVERY:

The District sets revenue and expenditure goals annually using criteria set forth in this policy through the budget process approved by the Board of Directors. Programs and services are assigned a cost recovery percentage based on the characteristics outlined below. Programs are evaluated to ensure they fall within the appropriate cost recovery goals.

The District has identified five cost recovery ranges – Very Low, Low, Medium, High and High+ and each service provided by the District is assigned to one of these ranges based on type of use. It is important to note the cost recovery percentages assigned to each service represents what the District would expect to recover under optimal conditions. However, the District's ability to realize these cost recovery percentages may be constrained by a variety of internal and external factors.

These include:

- Market rates and/or competition with other similar service providers
- Equity in opportunity and the ability to pay
- Community sentiment and expectations
- Political and social will
- Negotiations with external parties
- Program/service viability with decreased participation
- Time and demand of facilities and programs
- Sponsorships/partnerships

The difference between the cost and the revenue recovered represents the public investment in providing the service. For example, the *District hosts a Holiday special event that costs $2000 and collects $1,000 in fees and sponsorships – the remaining balance of $1,000 is a District subsidy*.

FACILITIES:
The District maintains a significant inventory of buildings, parks, fields and other facilities. **Basic services** such as the maintenance of safe, clean, attractive parks and buildings, the provision of recreation and parks for the general public, and the preservation and promotion of physical and mental well- being will continue to be supported by taxpayer resources. However, the Department shall prepare and maintain a schedule of fees and charges for **special use of facilities**, those where revenues are necessary to support continued use and individuals pay a fee for the privilege of using the facility to the exclusion of others and without interference.

The District has a variety of facilities available for rent including picnic areas, athletic fields, meeting rooms, pools and community centers. Differential pricing is established for these rentals based on the facility and type of use (i.e. resident, non-profit, non-resident, commercial).

CAPITAL EXPENDITURES:
Capital expenditures are those costs incurred in constructing a facility and in its later modification, renovation, or improvement. For example, a swimming pool may be built, resurfaced, or striped to delineate lanes. Investments in this type of capital have historically been recognized as a benefit to the community as a whole and are borne by the general tax base. In some cases, a portion of fees may be reinvested back into facilities.

DIRECT/INDIRECT COSTS:
Direct costs are those costs which are easily and clearly identifiable to the cost objective (program, service or facility). Indirect costs benefit more than one cost objective and must be allocated proportionally. For example, the instructor fee for a class is a direct cost but the electricity for the building benefits all classes and is an indirect cost. (e.g., it must be allocated among the classes proportionately)

Each District division records the total costs of operations including both direct and indirect costs. In general, these costs can be identified as follows:

↑ Table of Contents

Direct	**Indirect**
Instructor salaries & benefits	Indirect staffing (administration/supervision)
Part-time employees' salaries & benefits	Maintenance/custodial
Service contracts	Capital replacement
Materials/supplies/equipment	Facility use
Field lighting	Marketing – advertising & promotion Utilities

The specific direct costs and estimates of indirect costs are recorded on evaluation sheets for each program and service.

In addition to the District indirect costs listed above, Districtwide indirect costs (such as human resources, finance and IT) are recovered from general fund operations.

PRICING METHODS:
The District recognizes that not all cases are "one price fits all" and the pricing policy must be built to recognize the District's priorities and provide the highest amount of flexibility. Use of comparative pricing accomplishes these goals by permitting the price to fluctuate based on predetermined factors such as optimal conditions or target user group. By incorporating differential pricing methods when appropriate, the policy also allows users to choose what level of service quality or quantity they want and pay accordingly. The District will implement differential pricing by utilizing the following pricing methods:

Primetime & Non-Primetime, Season & Off-Season, Location, Age Segment, Economic Gain, Exclusive Use, Incentives, Move Demand, Resident Status-Resident Discount and Non-Resident Rate

TYPES OF FEES:
Admission Fees, User Fees, Security Deposit, Rental Fees (facility, picnic or field rental, etc.), Permit Fees, Additional Service Fees, Advertising Fees & Sponsorships, Administration Fees , Registration Fees

Setting the Price
While not quite as simple as determining the costs and applying the recovery goal, this is the basic concept behind determining the price. The pricing pyramid assists us in establishing the base level of cost recovery and where the program fits. We then look at our revenue goals and other pricing factors to establish the price for the program. This can be done with the use of a multiplier for each program or through individual analysis. Just as the expenditures and recovery goals vary for each program/service/facility, so does the pricing methods and actual determination of the price. A pricing model is developed for each program/service/facility and assists staff in determining the price.

Pricing model development:

Step 1: Identify the program, service, or facility. Is this a core service? Do any special circumstances exist?

Step 2: Determine the actual cost and include direct and indirect costs.

Step 3: Review the cost recovery range and cost recovery goals to identify the percentage recovery.

Step 4: Multiply the recover percentage by the total cost to arrive at the recovery amount.

Step 5: Divide the recovery amount by the minimum number of people required to hold the class or activity.

Step 6: Adjust the price in accordance with the appropriate pricing methods to establish differential pricing.

Step 7: Review the price against industry standards, customer expectations and previous experiences.

Step 8: Set final price.

The pricing of services is a very conscious procedure that requires continual investigation and review by staff. Fees may be adjusted for market conditions and targeted customers as described in the policy. An annual review of fees, per policy is to be reviewed by the Finance Committee. An escalator is recommended to keep fees in line with inflation and rising costs that the district incurs. This should be proposed by the committee and adopted by the Board on a yearly or multiyear length of time. For example, the board could adopt a 2% increase every year for four years, or a 2% increase for one year to be reviewed the next year.

Scholarships

The District wants every resident youth to have an opportunity to participate in parks and recreation programs. The District recognizes that not all customers possess the same ability to pay for our programs, services and facilities. The community benefits from the active participation of targeted demographic groups (youth & seniors) as we foster healthy lifestyles. The District offers a variety of fee and free programs and services to help meet this need through our scholarship assistance program.

Discounts

The District recognizes discounts encourage participation in fee-based programs and are a valuable marketing tool.

New discounts must be approved by the Board when developing the Fee Schedule.

Waiving of fees must be approved by the Board.

Partnerships

Partnerships bring together at least two entities to jointly develop, operate or maintain park and recreation programs, events and facilities and share risk, operational costs, responsibilities, and asset management based on the strengths and weaknesses of each partner. The District may partner with an organization, individual or business to provide a community benefit, create social interaction, raise awareness or raise money to support a core service. The Department evaluates each partnership opportunity in terms of potential benefits, challenges, and drawbacks. When new partnerships are developed, the functions and services of the partnering organizations are recognized and the Department's and the partner's vision, mission and activities are communicated. Additionally, the level of equity commitment required by each partner is identified and agreed to and measurable outcomes for both partners reduction of fees for partnerships is on a case-by-case basis and determined by the General Manager. In regards to Waiving of Fees please refer to Policy 1050-Financial Assistance, Policy 3070- Use of Parks and Facilities, and 3075-Use of Community Centers.

Summary

The District is dedicated to fostering healthy lifestyles and helping the community thrive. The District strives to maintain its reputation for providing safe and well-maintained parks, places, programs and services at a good value to our taxpayers and customers and for preserving and protecting our City's natural resources. The formalization of our pricing policy provides us with a comprehensive long-term strategy to address current and future needs of the Vallejo community and demands upon the District.

Agenda 9.4

BOARD COMMUNICATION **Date: August 13, 2026**

TO: Board Chairperson and Directors

FROM: Seanzell Lewis, Human Resources Director

SUBJECT: Policy 3074: Fee Waiver for Community Organizations

BACKGROUND AND DISCUSSION

The Policy and Personnel Committee reviewed a proposed new policy intended to establish a consistent framework for evaluating requests for fee reductions or waivers associated with the use of District facilities, parks, programs, and services. The proposed policy is designed to provide fiscally responsible and equitable guidelines for considering such requests while balancing community access with the District's responsibility to effectively manage public resources. Discussion focused on supporting community partnerships and community-based programming opportunities while ensuring responsible stewardship of District facilities, resources, and public funds.

RECOMMENDATION

After returning to committee the second time, the Policy and Personnel Committee recommends that the Board of Directors approve and adopt Policy 3074, Fee Reduction and Waiver Requests, as presented.

FISCAL IMPACT

None

ALTERNATIVE CONSIDERATIONS

- Revise the proposed policy and return with recommended modifications for future review and consideration.

- Reject the adoption of the proposed policy and utilize current procedures for evaluating fee reduction and waiver requests.

ENVIRONMENTAL REVIEW

None

PROPOSED ACTION

Approve the proposed Policy 3074, Fee Reduction and Waiver Requests, establishing guidelines for the evaluation and approval of fee reduction and waiver requests related to the use of District facilities, parks, and services.

(Returning Policy): 7/23/2026; 8/13/2026

DOCUMENTS AVAILABLE FOR REVIEW
Attachment A: Policy Number: 3074

Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: **Fee Waiver for Community Organizations**
POLICY NUMBER: **3074**

PURPOSE
The purpose of this policy is to establish fiscally responsible and equitable guidelines for evaluating and approving requests for the reduction or waiver of fees associated with the use of Greater Vallejo Recreation District (GVRD) facilities, parks, and services.

This policy supports partnerships and community-based programming while ensuring responsible stewardship of District resources, facilities, and public funds.

POLICY
GVRD recognizes the value of collaborating with community organizations, non-profits, and public agencies to provide programs and services that benefit residents of the City of Vallejo.

Fees for facility use, permits, and services are established to recover operational costs. Fee waivers may be granted when the proposed use demonstrates a clear community benefit and aligns with the District's mission, vision, and strategic priorities.

All facility use remains subject to availability and shall not supersede District programs, services, or prior commitments.

APPROVAL AUTHORITY
General Manager Authority:
The General Manager is authorized to approve fee waivers up to 50% of eligible fees.

Board of Directors Authority: Any request exceeding 50%, including 100% fee waivers, must be approved by a majority vote of the Board of Directors.

To ensure responsible stewardship of District resources and maintain fiscal sustainability, the Board of Directors shall be limited to approving a maximum of twelve (12) fee waiver requests per fiscal year. Once the annual limit has been reached, no additional Board-approved fee waivers shall be granted during that fiscal year unless the Board determines that extraordinary circumstances exist and approves an exception by a majority vote. Approval of a fee waiver by the Board is not guaranteed and shall be evaluated based on available resources, demonstrated community benefit, alignment with District goals, and the overall impact on District operations and revenues.

This policy supports partnerships and community-based programming while ensuring responsible stewardship of District resources, facilities, and public funds.

ELIGIBILITY

Fee waivers may be considered for organizations or events that meet one or more of the following:

1. Non-Profit Organizations (501(c)(3)) serving the Vallejo community
2. Government Agencies providing services aligned with public benefit
3. Official GVRD Partners or Co-Sponsored Events
4. Community-Based Organizations demonstrating measurable community impact

To qualify, the event/program must:

- Be open to the public
- Provide a direct benefit to Vallejo residents
- Align with GVRD's mission and program goals
- No conflict with existing District operations

ELIGIBLE AND NON-ELIGIBLE FEES

Fees Eligible for Waiver:

- Facility rental fees
- Application and administrative fees

Fees NOT Eligible for Waiver:

- Staffing and labor costs (including overtime)
- Security services
- Utilities and maintenance costs
- Custodial and setup/breakdown costs
- Deposits and damage fees
- Insurance, permits, or regulatory fees

INELIGIBLE USES

Fee waivers will not be granted for:

- Private parties or social gatherings
- Commercial or for-profit events
- Events not open to the public
- Political or campaign-related activities
- Religious services
- Events that do not demonstrate community benefit
- Organizations not in good standing with GVRD

APPLICATION & REVIEW PROCESS

Application Requirements:

Applicants must submit:

- Completed facility reservation and fee waiver request
- Proof of nonprofit or organizational status (if applicable)
- Event description and community impact statement

- Budget and financial need justification
- Insurance documentation

Applications must be submitted by an authorized representative.

BOARD PRESENTATION PROCESS & REQUIREMENTS

A formal presentation to the Board of Directors is required for any fee waiver request exceeding the General Manager's authority.

Submission Timeline:

- Requests must be submitted no less than 60 days prior to the event date(s)

Required Documentation:

- Formal letter on organizational letterhead including:
    - Organization overview and leadership
    - Event description
    - Community benefit/impact
    - Total requested fee waiver amount (facility, staffing, etc.)

Eligibility Guidelines:

- Organizations may not have received a fee waiver within the same fiscal year
- Limited to one(1) fee waiver per fiscal year, or totaling no more than $2,500

Board Meeting Expectations:

- Presentation must not exceed 15 minutes total, including:
    - Presentation
    - Board questions
    - Public comment

REVIEW CRITERIA

Requests will be evaluated based on:

Community Benefit

- Demonstrated impact to Vallejo residents
- Accessibility and inclusivity of event

Organizational Capacity

- Experience hosting similar events
- Financial need and sustainability

Program Alignment

- Alignment with GVRD goals and services
- Unique or supplemental benefit to existing programming

Operational Impact

- Level of impact on District facilities and staffing
- Ability to offset costs through volunteers or partnerships

MARKETING & SPONSORSHIP REQUIREMENTS

As a condition of any approved fee waiver:

- GVRD must be listed as a sponsor on all marketing materials
- The District's official logo must be included
- Branding guidelines will be provided upon approval

POST-EVENT REQUIREMENTS

Within 45 days of the event, recipients must submit:

- Attendance numbers
- Summary of event outcomes
- Financial summary (if applicable)
- Description of community impact

Failure to comply may result in denial of future requests.

ENFORCEMENT

Failure to adhere to this policy, including cancellation timelines or misrepresentation of information, may result in:

- Denial of current or future fee waivers
- Suspension of facility use privileges

Agenda 9.5

BOARD COMMUNICATION **Date: August 13, 2026**

TO: Board Chairperson and Directors

FROM: Seanzell Lewis, Human Resources Director

SUBJECT: Approve Changes to Policy 4040 Board Officers

BACKGROUND AND DISCUSSION

During Committee discussion, consideration was given to eliminating the minimum service requirement for positions on the Board. The rationale discussed was that newly elected Board Members may possess relevant professional, governance, or leadership experience that would enable them to effectively serve in a Board officer capacity, regardless of their length of service with the District.

RECOMMENDATION

Remove the years of experience requirement from Board positions.

FISCAL IMPACT

None

ALTERNATIVE CONSIDERATIONS

Alternatively, take no action, and the years of experience requirement remains in place.

ENVIRONMENTAL REVIEW

None

PROPOSED ACTION

Board Members will consider the removal of the years of experience requirement from Board positions.

(Returning Policy): 7/23/2026; 8/13/2026

DOCUMENTS AVAILABLE FOR REVIEW

Attachment A: Policy Number 4040-Redlined

Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: **Board Officers**
POLICY NUMBER: **4040**

The officers of the Board shall consist of a Chairperson, a Vice-chairperson and a Secretary. The election shall take place each year at the first regular meeting held in January. ~~Nominees for the position of Chairperson must have two (2) years experience as a Director on the Board~~. The terms of officers shall be for one year. Officers shall have the same rights as the other members of the Board in regards to voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

The Chairperson shall preside at all meetings of the Board, appoint committees, call special meetings when deemed necessary, execute all documents, papers and warrants on behalf of the Board, and act as liaison officer between the public and the Board. The Chairperson shall preserve order and decorum and shall decide questions of order subject to appeal to the entire Board.

The Vice-chairperson shall perform the duties of the chairperson in his/her absence. The Vice-chairperson is empowered to call special meetings of the Board upon the inability of the Chairperson to do so.

The Secretary shall keep, or cause to be kept, full and complete records of the proceedings of all meetings of the Board and give, or cause to be given, notice of all regular and special meetings. The Secretary shall attest all documents. The Secretary shall also be the clerk of the Board and shall perform all of the duties imposed by law upon the clerk. In the absence of both the Chairperson and Vice-chairperson, the Secretary will assume the duties of the Chairperson.

The Board employs legal counsel on a contract basis to advise the Board on legal questions as they arise. Legal counsel is answerable to the Board and represents the District through the Board.

- Legal counsel works on a day-to-day basis in conjunction with the General Manager.
- All questions of law requiring Board action shall be referred to the legal counsel for opinion.
- The contracting law firm shall serve as the legal counsel for the District.
- On issues outside the sphere of expertise of the contracting law firm and with the prior approval of the Board, matters may be referred to other legal firms who have the requisite knowledge.

ATTACHMENT B

Agenda 9.6

BOARD COMMUNICATION **Date: August 13, 2026**

TO: Board Chairperson and Directors

FROM: Seanzell Lewis, Human Resources Director

SUBJECT: Approve Changes to Policy 5020 Conducting Board Meetings

BACKGROUND AND DISCUSSION

The Committee discussed proposed revisions intended to promote meeting efficiency, ensure equitable participation opportunities, and maintain orderly conduct during public comment. The proposed amendment would standardize public comment time limits by establishing a three (3) minute speaking limit for all speakers, regardless of organizational affiliation or representation.

RECOMMENDATION

Approve the proposed amendment standardizing public comment time limits to promote meeting efficiency, consistency, and equitable participation opportunities for all speakers.

FISCAL IMPACT

None

ALTERNATIVE CONSIDERATIONS

Maintain the existing public comment time limits and take no action on the proposed amendment.

ENVIRONMENTAL REVIEW

None

PROPOSED ACTION

Approve the proposed revisions to Policy 5020 – Conducting Board Meetings, including the establishment of a standardized three (3) minute public comment time limit for all speakers.

(Returning Policy): 7/23/2026; 8/13/2026

DOCUMENTS AVAILABLE FOR REVIEW
Attachment A: Policy Number: 5020 Redlined

Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: **Conducting Board Meetings**
POLICY NUMBER: **5020**

Meetings of the Board of Directors shall be conducted by the Chairperson in a manner consistent with the policies of the District. Policy No. 5060, "Rules of Order for Board and Committee Meetings", shall be used as a general guideline for meeting protocol.

All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

The conduct of meetings shall, to the fullest possible extent, enable Directors to:

- Consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems; and,
- Obtain input from the community; and
- Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as followed:

- Three minutes may be allotted to each speaker ~~or five minutes for a spokesperson for an organization~~ with a maximum of 20 minutes to each subject matter.
- No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address.
- No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against employees shall be submitted to the Board of Directors under provisions contained in Policy #1030.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the Chairperson finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business without the audience present. In such an event, only matters appearing on the agenda may be considered in such a session.

Interim General Manager Report
August 13, 2026

VALLEJO CITY UNIFIED SCHOOL DISTRICT COLLABORATION:

Interim General Manager met with the Vallejo City Unified School District (VCUSD) to establish a collaborative effort to inform students of recreation programming and opportunities for youth. VCUSD has agreed to assist in getting program information and scholarship information out to its students.

FRANKLIN RECEATION CENTER PARK PROJECT UPDATE:

The district met with the Office of Grants and Local Services (OGALS) on July 16, 2026, to discuss the status of the Franklin Recreation Center Park project grant. Below is a response from OGALS, received July 31, 2026, representing the new plan of action to maintain the funding received for the project.

Thank you for meeting with OGALS regarding the Greater Vallejo Recreation District's (GVRD) Franklin Recreation Center Park SPP project. Per your request, below is a summary/verification of what was discussed and the next steps moving forward.

Original Grant Award:

- Total grant award: $7,542,687
    - $7.2 million – Proposition 40 bond funds
        - Grant Agreement signed/executed: October 6, 2023
        - Grant Performance Period: July 1, 2022 – June 30, 2027
        - Prop 40 funding MUST be spent on eligible project costs by June 30, 2027, as the bond funds will liquidate and the funding appropriation will expire on that date.
    - $342,687 – Proposition 68 funds
        - Grant Agreement signed/executed: October 6, 2023
        - Grant Performance Period: July 1, 2022 – June 30, 2028
        - Prop 68 funding MUST be spent on eligible project costs by June 30, 2028, as the bond funds will liquidate.

Current Project Status:

- GVRD has received two advances, totaling $829,056, from the Proposition 40 funding.
    - Of that amount, GVRD has spent (cleared) $470,723 on eligible expenditures and is working toward spending (clearing) the remaining advanced funds.

- OGALS recognizes the project has experienced significant delays and increased costs associated with DSA requirements related to construction on school property.

Path Forward:

- OGALS remains committed to preserving the State's original investment of $7,542,687.

Planned Strategy

- Step 1: Maximize the use of available Proposition 40 funding before June 30, 2027.
    - Fully account (clear) for the outstanding $358,333 Proposition 40 advance.
    - Incur and receive reimbursement for **at least** $818,000 in additional eligible Proposition 40 expenditures.
    - This means GVRD would need to expend and be reimbursed at least $1,176,333 before Proposition 40 expires ***(at a minimum)***.
- Step 2: After Proposition 40 funds have been utilized to the greatest extent possible:
    - Maintain the existing $342,687 Proposition 68 grant award.
    - Make available reappropriated Proposition 68 funding for the remaining eligible project costs, up to the original total grant award amount ($7,542,687), thereby preserving the State's original investment in the project. This would be accomplished through a new Proposition 68 grant agreement/contract anticipated to be executed in March/April 2027. The Grant Performance Period would end June 30, 2028, consistent with the existing Proposition 68 grant agreement/contract, allowing GVRD additional time to complete construction and seek reimbursement for eligible project costs.

- Step 3: OGALS recommends grantees complete their project and sends the project completion packet to OGALS no later than **December 31, 2027**. Final payment processing can take up to six months due to the high volume of payment requests received near the end of each fiscal year.

Request from OGALS:

Need an update from GVRD on the following:

- Current total estimated project cost.
- Whether the full project scope remains feasible.

- If not, whether a down-scoped project would be needed in order to complete the project within the original total grant award of $7,542,687.
- Anticipated additional funding sources, if any.
- Updated construction schedule and expenditure timeline.

Please let us know if you have any questions.
Thank you,

Kristine Schilpp
Manager, Grant Administration
Office of Grants and Local Services (OGALS)
California Department of Parks and Recreation (CA State Parks)
Phone: (916) 902-8780
Email: kristine.schilpp@parks.ca.gov

California Department of
Parks and Recreation

CASSANDRA JAMES, SOLANO COUNTY SUPERVISOR:

Interim General Manager met with Supervisor Cassandra James to give her an update on the district and the Franklin Recreation Center Park Project. Supervisor James has invited the district to participate in the Community Engagement Program by having a booth at events and to share what the district does for our community.

A discussion was held about the recent establishment of the Solano Community Foundation account for the district to support programs, parks and services. The district requested Supervisor James to let the district know of any business or donors who may be interested in the district scholarship program. Ms. James said she would reach out to potential businesses as donors that may be interested in the program.

500 AMADOR STREET BUILDING:

The district is close to a final agreement with Four Corners Academy to lease 500 Amador Street building, formerly occupied by the Vallejo Parent Nursery School. Four Corners Academy is a pre-school who has an excellent reputation for childcare. They are fully licensed and receive funding from the State in support for families needing assistance. The district asked a real estate agent to review the policy and determine today's rental market for the building. Once all arrangements

IAN GOLDBERG, SOLANO COUNTY ADMINISTRATOR:

Met with Ian Goldberg, Solano County Administrator on Tuesday, August 11, 2026, to introduce myself and to open a door of communication with the county. Mr. Goldberg was given an update on what is happening with GVRD and a copy of the resolution the Board recently passed regarding Board-County communications.

HARRY BLACK, CITY OF VALLEJO, CITY MANAGER:

Met with Harry Black, City Manager on Wednesday, August 12, 2026, to discuss GVRD programs, parks, and services. It is the intention to discuss the GVRD resolution regarding council members and GVRD members meeting, parking on Amador Street, Measure P Funding and Vallejo Municipal Code – Chapter 16.207 – Parks, Recreation and Open Space Districts.

Finance Department Board Update

08/13/2026

Measure K Fund Clean - Up

- Staff met with Auditors at MUN CPAs to discuss options to balance the Measure K Fund.

Policy 3030 – Budget and Reserves Policy Revision

- Policy revisions are in progress.

FY 2025-26 Year End Close almost complete

- Staff are making final adjustments and reviews to FY 25/26 books.

Changes in the New ERP Implementation Project.

- The financial software component of the new ERP implementation will be temporarily deferred while staff prioritize completing outstanding audits.

- Staff will focus on the Payroll/ HRIS Software implementation ahead of the Finance Software implementation.

Human Resources Department Board Update

8/13/2026

Permanent General Manager Recruitment

- Human Resources continues supporting Municipal Resource Group (MRG) in the recruitment and selection process for the District's permanent General Manager.
- Following reconsideration of the previously confirmed interview schedule, alternative interview dates are being evaluated. Updated dates will be communicated once confirmed.

Compliance and Records Management

- Human Resources has completed the District's I-9 audit, achieving 100% compliance in July.
- District-wide compliance with required trainings, including harassment prevention and mandated reporter training, is expected to reach 100% by August 14, 2026.
- Human Resources continues reviewing and updating internal policies, procedures, and personnel records to promote legal compliance and consistent administrative practices.

Training and Organizational Development

- Human Resources is actively participating in CalPERS training opportunities to strengthen internal expertise and support continued compliance with applicable requirements.
- Efforts remain ongoing to expand supervisor training and leadership development opportunities, with an emphasis on consistent management practices, employee support, and organizational accountability.

Safety and Injury Prevention

- The Safety Committee completed its final draft review of the updated Injury and Illness Prevention Program (IIPP). The revised IIPP is now under Executive Team review while related updates to the administration and implementation of the program are being developed.
- Human Resources continues working with District leadership and the Safety Committee to strengthen safety procedures and clarify roles and responsibilities.

Catastrophic Leave Bank

- Human Resources and Administration have partnered to increase employee awareness and understanding of the District's Catastrophic Leave Bank, including its purpose, eligibility requirements, and availability.

- The Catastrophic Leave Bank Committee is scheduled to meet annually in December. Although the committee did not convene in 2025, Human Resources and Administration are working to support appropriate administration of the program and prepare for the committee's next meeting.

Employee Relations and Risk Management

- Human Resources continues collaborating with legal counsel and external investigators on employment-related matters. These efforts are intended to ensure compliance with applicable laws, mitigate organizational risk, and support the timely resolution of pending personnel matters.

Human Resources will continue focusing on initiatives that strengthen organizational effectiveness, improve operational consistency, support District employees and leadership, and align departmental efforts with the District's long-term goals and operational priorities.

Maintenance Department Board Update

08/13/2026

BRS Park

- Staff did a great job preparing the park and assisting with the Bands and Brews events this year.

Dan Foley Park

- The Vallejo Watershed Alliance will be holding its annual planning meeting in the Vista Room at the Cultural Center. The event will take place on August 15, from 9:00 a.m. to 12:00 p.m.

Richardson Park

- Staff placed an order for a new playground slide. The existing plastic slide is cracked and needs to be replaced.

Carquinez Park

- A pump company installed the new irrigation booster pump, which is working well and providing improved pressure for the irrigation system.

Franklin

- Staff repaired one of the air conditioning units that was leaking water from the condensate line inside the gym building. The leak damaged a section of the gym floor. We contacted flooring contractors and are awaiting a quote for the repairs.
- CALA resubmitted the plans to DSA on August 7. DSA has up to five weeks to respond. We are hopeful that the resubmittal will satisfy all requirements so we can obtain the permit and move forward with preparing the construction documents for bidding.

Crest Buildings

- The electrical system was vandalized, and wiring was stolen. Staff is working with PG&E to restore electrical service so the building alarm system can be placed back in operation.

Norman King Center

- We hired a company to perform the required kitchen hood cleaning in preparation for the Fire Department's re-inspection of the kitchen.

Girls Scout Project

- Staff is working with a local Girl Scout group that contacted us about its community service project. Together, we are identifying locations throughout our parks where additional trash receptacles can be installed to help reduce litter.

Recreation Services Board Updates

8/13/2026

Activity Guide:

- Recreation Services is gearing up for an exciting Fall/Winter season with a refreshed lineup of programs, classes, and special events for the Vallejo community. The Fall/Winter Activity Guide was sent to the printer this week and will soon be available to residents throughout the District. Registration officially opens Friday, August 21, giving the community an opportunity to plan ahead and enjoy another great season with GVRD.

Additional Project(s):

- The District's Request for Proposals (RFP) for marketing services has officially closed, with five proposals received from interested firms. Recreation Services has begun reviewing the submissions this week to evaluate qualifications, approach, and alignment with GVRD's marketing and community engagement goals. This process represents an important next step in strengthening the District's visibility, outreach, and connection with the Vallejo community.

- The Recreation Services Director has been working collaboratively with staff to develop updated user agreements for Vallejo Little League and Vallejo Aquatic Club (VJO) in preparation for the 2027 season. These efforts are focused on establishing clear expectations, facility use guidelines, and operational responsibilities for both the District and user groups. Staff looks forward to continuing these longstanding partnerships and supporting successful seasons in 2027.

- The Recreation Services Director attended the Policy Committee meeting to present Policy 3074, which provides guidance for the District's fee waiver request process. Additionally, the Director met with the Vallejo City Unified School District (VCUSD) team to discuss expectations, program coordination, and staffing needs for the upcoming Before and After School program year. These discussions support continued collaboration, clear expectations, and a successful start to the new school year.

Aquatics:

- On August 6, Aquatics and Youth Camps came together at Blue Rock Springs Park for GVRD's annual End-of-Summer BBQ, celebrating another successful summer season. More than 100 youth participants and staff enjoyed a fun-filled day featuring games, music, dancing, bounce houses, a water slide, and plenty of outdoor play. The celebration concluded with a BBQ lunch prepared by the Recreation team and Recreation Services Director, providing a memorable way for campers and staff to celebrate a summer filled with recreation, teamwork, and lasting memories.

- As the summer season enters its final two weeks, participation remains strong across GVRD's aquatics programs. Guard Start currently has 22 of 30 available spots filled, while the Davey Jones program has exceeded capacity with 31 participants enrolled. These numbers reflect continued community interest and a strong finish to another active summer at the Cunningham Aquatic Complex.

- GVRD's Water X fitness program continues to build momentum heading into August, with 28 of 30 available spots currently filled. Participants have embraced the evening water workouts as a fun and refreshing way to stay active during the summer months. The strong enrollment reflects growing interest in aquatic fitness programming at the Cunningham Aquatic Complex.

<u>Adaptive Recreation (AR), Children's Wonderland, & Community Events:</u>

- July 30 marked the conclusion of another successful Jr. Giants season, followed by an end-of-season celebration at Dan Foley Park on July 31. More than 100 participants, family members, and coaches gathered for a BBQ and potluck-style meal, lawn games, giveaways, and an afternoon celebrating the season's accomplishments. Special thanks to the Solano Sunset Rotary Club for its generous donation, volunteer grilling support, and raffle prizes, including a new bicycle and a backpack with a gift card. GVRD also recognizes our three Jr. Giants Ambassadors and Youth Services staff for their dedication and commitment to providing a memorable season for our young athletes.

- GVRD successfully wrapped up another Bite Night Thursdays season at Children's Wonderland, with an impressive 544 guests attending the finale. Throughout the final event, QR codes were placed around the park inviting attendees to share feedback on their overall experience, food truck preferences, and ideas for future events. Survey results will help staff build on this year's success and shape an even stronger Bite Night experience for the community next season.

- On August 1, GVRD hosted Camping Under the Stars at Children's Wonderland Park, welcoming more than 60 participants for a memorable evening of outdoor family fun. Attendees enjoyed camping in the park, dinner, s'mores prepared with assistance from local Scout volunteers, and a movie under the stars. The event received overwhelmingly positive feedback from both children and parents, with many already expressing excitement for its return next year.

- Recreation Services successfully wrapped up the Bands & Brews summer series on August 7 with the Viva Santana Show at Blue Rock Springs Park.

Building on a season that consistently drew more than 700 attendees per concert, the finale delivered another exciting evening of live music, food, and community connection. Staff incorporated several enhancements to the final event, providing a memorable conclusion to another successful Bands & Brews season.

Community Centers:

- Community Centers has completed recruitment for a part-time Custodian, with staff anticipating the selected candidate will be onboarded within the next two weeks. In addition, staff continue to strengthen facility cleanliness and consistency through the implementation of a revised cleaning standards checklist. The updated standards were introduced to Community Centers staff during their July 27 monthly meeting and will help establish clear expectations and accountability across District facilities.

Outreach, Sports, Gym & Special Interest Programs:

- On July 30, GVRD's Mobile Recess team participated in Eagles Night at Elite Public School, bringing interactive games and recreation activities directly to students and families. The event provided a great opportunity for staff to engage with the community, promote active play, and share information about GVRD programs and services. Partnerships like these continue to expand GVRD's presence and strengthen connections with local families.

- On July 25, GVRD's Mobile Recess team brought free recreation and family fun to City Park, engaging 30 participants through games, sports, and interactive activities. The program provided youth and families with an opportunity to stay active, connect with one another, and enjoy their neighborhood park. Mobile Recess continues to expand access to recreation by bringing engaging activities directly into the community.

Staffing:

- Recreation Services continues to prepare for the upcoming school year with recruitment underway for Before and After School Program positions. Staff are focused on building a strong team to support safe, engaging, and high-quality expanded learning experiences for students across GVRD program sites. Recruitment efforts will continue as we work toward a successful start to the new school year.

- As of August 3, Recreation Services continues to have two vacant full-time Recreation Coordinator positions, supporting Youth Services and Community Centers. Existing staff continue to maintain programs and services while these key positions remain unfilled. Staff is hopeful that approval to move forward with recruitment will be received this calendar year, helping strengthen operational capacity and support the continued delivery of high-quality recreation services to the community.

Youth Services:

- As summer camps come to a close, Recreation Services is shifting into full preparation for the return of Before and After School Programs on August 17. Back-to-School Staff Training is scheduled for Wednesday, August 12, providing staff with important program updates, expectations, safety procedures, and resources for the new school year. The team is looking forward to welcoming students back and kicking off another successful year of expanded learning and recreation.

- This summer marked the successful return of GVRD's revamped Counselors in Training (CIT) Program, with 14 youth participating throughout the season. The enhanced program provided a more interactive and hands-on experience, combining practical camp leadership opportunities with CPR and

First Aid training, field trips, and skill-building activities. The program offered participants valuable experience while helping develop the next generation of recreation leaders.

- Summer camps were filled with memorable adventures, including field trips to Hurricane Harbor, the Oakland Zoo, and the Vacaville Ice Sports rink. These are just a few of the many excursions offered throughout the season, giving campers opportunities to explore new places, build friendships, and create lasting summer memories. Field trips continue to be a highlight of GVRD's summer camp experience!

Kudos:

- A special kudos to Roslynn for her outstanding leadership and dedication throughout a very busy summer at the Cunningham Aquatic Complex. Roslynn successfully coordinated more than 55 seasonal staff while overseeing a full schedule of swim lessons, camps, programs, staff training, and daily aquatic operations throughout eight demanding summer weeks.

She also capped off the season by organizing the End of Summer All Camps BBQ at Blue Rock Springs Park, thank you, Roslynn, for your hard work, positive energy, and commitment to making this summer a success!

Agenda 13.1

BOARD COMMUNICATION **Date: August 13, 2026**

TO: **Board Chairperson and Directors**

FROM: **Pamela Sloan, Interim General Manager**

SUBJECT: **Approve 3-Year Memorandum of Understanding ("MOU") between Greater Vallejo Recreation District and SEIU Local 1025 for 2026-2029**

BACKGROUND AND DISCUSSION

The Board of Directors' negotiating team has met and conferred with representatives from Service Employees International Union Local 1021 (SEIU 1021) and have reached a tentative agreement ("TA") regarding the appropriate terms and conditions of employment for the term of July 1, 2026, through June 30, 2029. Attached is the parties' successor Memorandum of Understanding (MOU), incorporating the terms of the TA and all associated modifications to the parties' prior MOU that expired June 30, 2026. The summary below provides a highlight of key terms included in the MOU:

- **General wage increases over three-year term:**
  - Year 1: 3.5%
  - Year 2: 3.0%
  - Year 3: 3.0%
- **Bilingual Pay:** $40 per pay period for eligible employees
- **Deferred compensation (457 Plan):** District matching employee contributions up to $5 per pay period
- **Longevity Pay:** adding longevity premium equal to 1% of base wage for employees with 10-19 years of service
- **Holidays:** adding 4 hours to annual floating holiday bank
- **Various administrative and legal clean-up language changes**

RECOMMENDATION

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

FISCAL IMPACT

Approximate increase of $146,000 to the District's annual recurring cost by the third year of MOU (FY 2028-29)

ALTERNATIVES CONSIDERED

If not approved, provide staff with further direction.

ENVIRONMENTAL REVIEW
N/A

DOCUMENTS AVAILABLE FOR REVIEW
Attachment A: Memorandum of Understanding ("MOU") between Greater Vallejo Recreation District and SEIU Local 1025 for 2026-2029

AGREEMENT BETWEEN

THE GREATER VALLEJO RECREATION DISTRICT

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 1021

July 1, 2026, through June 30, 2029

INDEX

ARTICLE 1. Recognition

This Agreement is entered into the _____ day of August 2026, for the period starting July 1, 2026, and continuing through and including June 30, 2029, by and between THE GREATER VALLEJO RECREATION DISTRICT (hereinafter "DISTRICT") and SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Local 1021 (hereinafter "UNION"). DISTRICT hereby recognizes UNION as the recognized employee organization for all non-seasonal employees scheduled to work thirty-two (32) hours per week or more in the following units:

> Middle Management Unit including Administrative Assistant, Landscape Supervisor, Facilities Supervisor, Recreation Supervisor, Recreation Coordinator, Accounting Clerk II, Accounting Clerk I, and excluding all others.

The UNION recognizes the General Manager or their designee as the DISTRICT's designated representative for negotiations.

ARTICLE 2. No Discrimination

The UNION and the DISTRICT will comply with all applicable local, state, and federal laws, to prevent discrimination based on race, color, religious belief, national origin, sex, disability, age, marital status, gender identification, sexual orientation, other protected categories, or lawful union activities.

ARTICLE 3. UNION Security

A. Upon written authorization by an employee and approved by the UNION field supervisor, the DISTRICT agrees to deduct, each pay day, from the accrued wages of each employee, after all other required deductions have been made, the sum certified as union dues, fees and assessments, and deliver same to the officer designated by UNION. The amount authorized to be deducted may be changed once each fiscal year, and such change will be made by the DISTRICT not later than thirty (30) days following the written notice of the change by the UNION. Employees are free to authorize dues deductions at any time.

B. The DISTRICT agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the UNION's Committee on Political Education (COPE), provided that the deductions are made at the same time as the payroll deductions for the UNION dues.

ARTICLE 4. UNION Rights

A. Bulletin board space will be made available to the UNION.

B. UNION will be permitted to use DISTRICT facilities when not otherwise in use provided permission is secured from the General Manager in advance. Such use is limited to the business of the local union only for regular union meetings.

C. UNION may designate up to two (2) Shop Stewards. The stewards shall have up to eight (8) hours per calendar year of time away from work for employee employer relations training. DISTRICT will provide up to eight (8) hours' paid leave for this purpose.

D. DISTRICT agrees to provide the UNION negotiation team members with reasonable time to prepare for and participate in negotiations.

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 District 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 District 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)

ARTICLE 5. Hours

The following provisions shall apply to all regular full-time employees covered by this agreement:

A. Workweek: The normal work schedule shall be forty (40) hours per week with five (5) consecutive eight (8) hour days per week, or in the case of a modified work schedule, the normal weekly schedule for the employee working the modified work schedule. For the purposes of calculating overtime, the work week is defined as Sunday at 12:00 am through Saturday 11:59 pm.

B. Overtime: Hours worked in excess of forty (40) hours in a work week will be compensated at the rate of time and one-half (1½) the employee's regular rate of pay, unless the employee elects instead to receive compensatory time off ("CTO") for the hours at the rate of time and one-half. Employees are expected to obtain prior approval for overtime except for in emergency or unforeseen operational circumstances. All employees who work overtime that was not preauthorized shall notify their supervisor no later than forty-eight (48) hours after the overtime is worked. The timesheet/card shall include the date(s) that overtime was worked, and reason for overtime.

C. Call-Back Pay: "Call-back" occurs when an employee is ordered to return to the worksite after completing a regular shift and departing District premises. Bargaining unit members called back to work shall receive a minimum of two and one-half (2½) hours credited to compensatory time. If an employee works beyond two and one-half (2½) hours, he or she shall receive compensatory time off at the rate of one and one-half (1½) for time actually worked until relieved from duty.

Callback generally shall be based upon an authorized person's request (authorized person may include: communications dispatcher, alarm service dispatcher, supervisor, or designated staff person) to an employee prior to the time that employee would arrive for his/her work day or after that employee has completed his/her normally scheduled work day. Time which is worked as overtime within the provisions of this Agreement shall be compensated as overtime as set forth in paragraph 5B hereinabove.

Assuming an employee covered under this Agreement, after having been released, receives an official work-related phone call at home and conducts DISTRICT business (i.e., system alarms that can be re-set remotely, assisting

DISTRICT crews in the field performing emergency or pre-arranged work), without the need to report to a job site during non-working hours, DISTRICT agrees to compensate said employee for a minimum of thirty (30) minutes of straight time for the first call. regardless of how long the first call is. Successive calls related to the initial occurrence shall not be compensated, but new calls received meeting the above criteria, and for actual call time related to each successive similar call until the employee returns to work on a regularly scheduled workday shall be compensated at fifteen (15) minutes each straight time. For the purpose of this section, "conducts DISTRICT business" it is implied that actual business did transpire during the call. Not merely replying to a missed call or voice mail.

D. Compensatory time, if not used or scheduled for future use by the employee, will be cashed out the first pay period in June. The employer may make efforts to permit scheduling of earned compensatory time off. The District retains the right to schedule compensatory time off and/or cash out accrued compensatory time consistent with applicable law. Upon separation from employment, all unused compensatory time shall be paid in accordance with state and federal law.

E. Rest Periods: Each employee shall be entitled to take one (1) rest period not exceeding fifteen (15) minutes for each four (4) hours worked in a workday. Authorized rest period time taken shall be counted as time worked. To the extent practicable, the first rest period shall be taken near the midpoint of the first work period (before the meal period), and the second rest period, if applicable, shall be taken near the midpoint of the second work period (after the meal period). Modifications to the timing of employee rest periods require Department Head approval. For purposes of this section, a “work period” means the portion of the employee’s scheduled shift occurring before and after the meal period.

Rest periods shall not be taken consecutively or combined with meal periods. Rest periods may not be accumulated, carried over, or used to shorten the workday or alter the employee’s established schedule.

F. Flex Time - Flex time is defined as a modification to an employee's assigned start and stop time within a given work week. An employee may request to flex his/her assigned start and stop by up to one (1) hour. The granting of flex time is at the sole discretion of the department head/General Manager.

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.

H. The parties agree to a limited reopener of the MOU to meet and confer over potential policies and procedures regarding occasional remote work and alternative work schedules, namely 9/80 and 4/10 work schedules, for positions represented by SEIU. Reopener negotiations will commence no later than three months after the District appoints a permanent General Manager.

ARTICLE 6. Leaves

A. Sick Leave.

1. Unit members shall accumulate sick leave at the rate of one (1) day for each full month of service or major fraction thereof.

2. Sick leave may accumulate without limit.

3. If a holiday occurs during a period when an employee is absent from work on sick leave, the holiday shall not be deducted from his/her accrued sick leave.

4. If an absence extends beyond three (3) consecutive shifts, the DISTRICT may request information (e.g. a doctor’s note) to determine whether other leave laws apply.

5. During an employee's probationary period of employment, sick leave will accumulate and be available for use.

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 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 the employee advises that the absence will encompass multiple days, the notification requirement is fulfilled.)

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.

8. It is agreed that all unit members with fifteen (15) or more years of service with the DISTRICT shall be entitled to a lump sum payment for their accumulated sick leave in the event of resignation, retirement, death or layoff initiated by the DISTRICT. The lump sum payment shall be seventy-five percent (75%) of the accumulated sick leave not to exceed payment of ninety (90) working days of accumulated sick leave. Unused sick leave may be converted to retirement credit, in a manner consistent with existing law, at the time of retirement. For unit members hired on or before December 31, 1997, the years of service requirement under this provision shall be ten (10) years.

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

10. Sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or for purposes described in Gov. Code Section 12945.8(a)(4), or other purposes as may be required by law. Sick leave shall not be used for other reasons or in lieu of vacation time/annual leave, unless an employee has exhausted their accrued vacation leave and received prior approval from the General Manager or their designee. If a unit member becomes ill while out on vacation leave and wishes to convert scheduled vacation leave to sick leave, the employee must contact the DISTRICT to change the designated leave to sick leave. The employee may advise that the sick leave encompasses multiple days. The designated sick leave will commence from the time of notification. Thereafter, use of additional sick leave shall be handled in accordance with the above provisions.

B. Catastrophic Leave.

1. The parties have established a catastrophic leave bank to assist unit members who have exhausted leave due to a serious or catastrophic illness or injury. The leave bank will allow other DISTRICT employees to donate time to the bank so that an affected employee can remain on paid status for a longer period of time, thus partially ameliorating

the financial impact of the illness or injury.

2. Initial buy into the program is eight (8) hours of vacation or sick leave, then one (1) hour every year during employment. Members can opt out at any time but cannot receive reimbursement of donated hours.

3. The requirements for the catastrophic leave bank as set forth in Rule and Regulation (RR) 2040 are attached hereto and incorporated by reference herein. In the event that the catastrophic leave balance becomes unreasonably low, the committee administering the catastrophic leave bank may recommend to the General Manager that the minimum donation be increased to eight (8) hours and the General Manager, in the exercise of his/her discretion, may make the change.

C. Statutory Leaves.

The DISTRICT follows all applicable State and Federal leave laws. Attached as Appendix "A" is an informational non-exhaustive list of currently applicable leave laws with links to their relevant FAQs. Appendix A is provided for informational purposes only; the District may update Appendix A from time to time due to changes to applicable leave laws.

D. Bereavement Leave.

Each unit member shall be eligible for paid bereavement leave up to a maximum of five (5) working days per bereavement for the death of the employee's immediate family member, 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 upon request must provide sufficient proof as required by the DISTRICT.

For the purpose of this provision, immediate family member shall be defined as spouse, parent, brother, sister, child, grandparent, grandchild or registered domestic partner, parent-in-law, or the corresponding relation(s) by affinity, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a sibling-in-law.

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

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

E. Reproductive Loss Leave

After 30 days from the date of employment, employees shall be entitled to unpaid reproductive loss leave under this section. Eligible employees may take up to five (5) days of reproductive loss leave per reproductive loss event, up to a maximum of 20 days per year; employees may elect to use their accrued leave balances to remain in paid status while on leave. The reproductive loss leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date of the event entitling the employee to such leave.

Reproductive loss leave is separate from, and in addition to, other types of leave to which employees may be entitled, such as leave to care for one’s own serious health condition or that of certain family members available under the California Family Rights Act (CFRA) and Family and Medical Leave Act (FMLA), leave for disabilities related to pregnancy or childbirth available under California Fair Employment and Housing Act (FEHA), or other applicable leave(s) provided under state or federal law. Employees who experience a reproductive loss event while on pregnancy disability leave, FMLA/CFRA leave or other applicable leave under state or federal law, may take reproductive loss leave after finishing the other form of leave, provided that the employee completes the reproductive loss leave within three (3) months of the end date of the other applicable leave.

For the purposes of this Subsection, "a reproductive loss" is defined as the loss experienced by an employee, the employee's current spouse or domestic partner, or another individual who would have been a parent of a child born as a result of the pregnancy or through adoption. The following events are considered reproductive losses:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth

- Unsuccessful assisted reproduction

F. Jury Duty.

1. The employee shall notify his/her supervisor when he/she first receives a notice of jury duty and shall again notify the supervisor when he/she is called to report to jury duty.

2. Unit members who are required to serve on jury duty shall receive their regular straight time rate of pay, less all jury pay received for the full day. Employee must provide GVRD with written verification of jury duty attendance to be compensated for the full day.

3. Time spent in awaiting impaneling for jury selection is considered covered time under this section.

4. A "Jury Duty Verification" form must be turned in with the leave slip.

G. Military Leave.

Military leave will be granted to eligible unit members pursuant to the California Military and Veterans Code.

H. Time Off for Authorized Purposes.

1. Unit members will be granted reasonable time off with pay for the purpose of taking and preparing for promotional examinations with the DISTRICT. This shall include resulting hiring interviews for which they may be eligible.

2. Permanent unit members will be allowed to take up to four (4) hours on the same day of the blood donation without the loss of pay for the purpose of donating blood, not to exceed two (2) times in any given calendar year.

I. Leave of Absence Without Pay.

A leave of absence of any length must be approved in advance by the General Manager or their designee in writing.

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.

ARTICLE 7. Holidays and Vacation

A. Holidays.

1. Unit members are granted the following paid holidays:
New Years Day
Martin Luther King Birthday (third Monday in January)
Presidents Day (third Monday in February)
March 31, Farmworkers Day
Memorial Day (last Monday in May)
Juneteenth
July 4, Independence Day
Labor Day (first Monday in September)
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day Following Thanksgiving
One-half Day on Christmas Eve Day
Christmas Day
Floating Holiday Hours (see section 7.A.4 below)

2. Unit members required to work on a paid holiday shall receive pay for the Holiday and double time rate for time worked.

3. When a paid holiday falls on a Saturday, the preceding Friday is the paid holiday. When a paid holiday falls on a Sunday, the following Monday is the paid holiday.

4. Twelve (12) hours will be available for use as floating holiday hours. Any remaining floating holiday hours at the end of the calendar year, will be cashed out in the first full pay period in January of the following year. Floating holiday leave may be taken in one-tenth of an hour increments.

B. Vacation.

1. During the first five years of employment, a unit member will be

granted fifteen (15) days annual leave per year. After five (5) years employment, the unit member will be granted twenty (20) days annual leave per year.

2. A unit member may not accumulate more than three hundred sixty (360) hours of unused annual leave.

3. Each employee who has accumulated three hundred sixty (360) hours of vacation time shall be notified of their vacation hour balance and shall be allowed to take vacation consistent with the DISTRICT's vacation policy. If an employee has a vacation balance in excess of three hundred sixty (360) hours, the employee shall not accumulate additional vacation hours until the balance is less than three hundred sixty (360) hours.

4. If a holiday occurs during a unit member's annual leave, said holiday shall not be considered a day of annual leave used by the unit member.

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.

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

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 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 eighty (80) hours of annual leave in their account at the time of the request to sell the hours.

<u>ARTICLE 8. Safety</u>

A. The DISTRICT will continue to make all reasonable efforts to see to it that work performed under the terms of this memorandum is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

B. The DISTRICT will provide appropriate safety equipment.

C. The DISTRICT and UNION hereby establish a joint safety committee to review and make recommendations on conditions, devices and equipment within the DISTRICT.

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 General Manager or designee will provide written notice of the unit member's right to appeal to the Personnel Committee, a standing subcommittee of GVRD Board of Directors, and the time within which that appeal must be made.

Appeals to the Personnel Committee must be filed in writing within ten (10) working days of the receipt of the decision of the General Manager.

The Personnel Committee will be convened within twenty (20) working days of receipt of the timely request for a hearing. Within ten (10) working days of this meeting, the Personnel Committee shall deliver to the General Manager and appellant a written opinion.

D. For all discipline involving a Termination, Demotion or Suspension, either party may appeal the decision of the Personnel Committee to the Board for a final and binding decision.

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 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 Department Director, 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 Department Director, General Manager or designee shall meet with the grievant and their representative within ten (10) working days of receipt of the grievance. Within ten (10) working days of the meeting, the General Manager or designee shall render a decision. If the grievant is not satisfied with the response, they shall have ten (10) working days to appeal to 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. Within ten (10) working days of this meeting, the Personnel Committee shall deliver to the General Manager and appellant a written opinion.

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

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 their 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.

ARTICLE 11. Layoffs

A. Position elimination will be considered a layoff if it results in the loss of employment.

B. Layoffs shall be by seniority, by department and by position as determined by the District's Board of Directors and the General Manager.

C. Employees whose layoff is effective during a month will continue to receive medical, dental and life insurance coverage during that month, and an additional three (3) months.

D. Employees who are laid off and subsequently rehired within ninety (90) calendar days following the effective date of layoff will be considered as having served continuously in the DISTRICT service for purposes of seniority and vacation accrual. Employees not rehired within the ninety (90) day period will remain on the recall list for one (1) year from the date of layoff. Such list shall be used by the DISTRICT when a vacancy arises in the same or lower class before recruitment outside the DISTRICT. Employees must meet qualifications for the position to be considered. An employee who resigns, retires, or is terminated for reasons other than a layoff relinquishes any and all rights to be placed on the list. Upon separation due to layoff, the District shall pay all wages due, including accrued vacation and floating holiday balances consistent with District policy, and any accrued CTO. Sick leave shall be handled in accordance with Article 6. Nothing herein waives recall rights or affects seniority restoration if rehired.

E. Bumping Procedures.

1. A laid off employee may bump a less senior employee in a lateral or lower classification if the member meets the minimum qualifications for the class.

2. Employees bumping other employees must accept the salary, hours, and working conditions of the new position.

3. An employee bumping another employee in a lower class shall receive the highest salary in the new range that does not exceed the member's pay rate prior to bumping.

4. Employees may waive their bumping right to an available position in writing to the General Manager within five (5) workdays after receiving the notice of layoff. Employees who waive their bumping rights within the time limit shall not be considered to have resigned nor shall they lose their position on the layoff eligibility list.

5. Employees shall be recalled in the reverse order of layoff up to ninety (90) days after the layoff.

F. The DISTRICT and UNION shall use reasonable efforts to compile a list of essential and less essential part-time position(s) with the understanding that the DISTRICT shall make every effort to lay off the less essential part-time employees identified on the list before laying off any permanent employee covered by this Agreement.

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, seventy-five percent (75%) 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 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.

C. For insurance cap purposes as set forth in paragraph 12.B. above, the medical insurance rates for calendar years 2026 and 2027 shall be at the 2026 insurance rate. The medical insurance rates for 2028 shall be at the 2028 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 ($2,200.00) 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.

E. The DISTRICT will provide group life insurance in the amount of Fifty Thousand Dollars ($50,000.00) for each unit member during the term of this Agreement.

F. The DISTRICT will contribute for retirees up to Four Hundred Thirty-two Dollars ($432.00) per month for the health insurance premium. In order to be eligible for this benefit, the retiree must have completed twenty (20) years of service with the DISTRICT. Dependent coverage provided under this provision shall apply to dependents of the retiree at the time of his/her retirement.

1. Upon the death of the retiree, the DISTRICT will continue paying the health insurance premium for the life of the retiree's designated dependent, provided that the dependent had the relationship of spouse or dependent child of the retiree at the time of the retirement of the retiree. The entitlement of a dependent child under this provision shall be during the child's dependency, which is defined as to age eighteen (18) or the physical and/or mental disability of the dependent as determined by a licensed physician.

2. A committee consisting of the following: a member of each DISTRICT bargaining unit; a representative of the non-represented employees; the General Manager or his designee; and a retiree (jointly selected by the bargaining units and the General Manager) shall meet to study the retiree health insurance issues and the related cost thereof and report their findings and recommendations to the General Manager no later than July 1, 2016. The recommendations of the committee shall be considered by the General Manager and accepted or rejected by the General Manager after meeting and conferring with the bargaining units.

G. The DISTRICT shall set up IRS 125 plans to provide members with pre-tax deductions for medical premiums.

H. The cost of health insurance as set forth herein shall be paid with pre-tax dollars.

I. The current PERS retirement is two percent (2%) at age fifty-five (55). AB340 created new pension formulas for employees hired after January 1, 2013, that are new members of PERS. "New" is defined as (1) never having been a member of PERS or (2) having been out of the system for six months or more. For "new" members, the formula is two percent (2%) at age sixty-two (62). The DISTRICT will pay the cost of the 1959 survivor benefits plan.

J. In accordance with the California Labor Code, the DISTRICT provides all statutory workers compensation benefits for the DISTRICT's employees who sustain work related injuries or illness. Pursuant to Labor Code Sections 3700, *et seq.,* the DISTRICT is self-insured for workers' compensation at no cost to the unit member. DISTRICT will continue to pay employee at his or her regular salary rate during the three (3) day waiting period. DISTRICT will continue to pay the difference between the allowance granted by the workers' compensation insurance and the employee's regular salary not to exceed six (6) months.

K. A deferred compensation program as established by the DISTRICT is available to all unit members after they have been employed for at least six (6) months. The District will match employee contributions to deferred compensation at the rate of up to five ($5) dollars per pay period upon successful completion of the probationary period.

L. Requests for specific training and/or education may be submitted during the budgeting process. The request may or may not be included in the final budget. If approved in the budget, the General Manager will again make a determination on the education or training prior to enrollment.

M. DISTRICT shall provide full-time employees with a vision plan. DISTRICT shall pay the full amount of the plan cost.

N. When space is available, members may utilize DISTRICT facilities one (1) time per year at one-half(½) of the cost for the rental The DISTRICT will provide bargaining unit members up to $400 annually (from January 1 to December 31) as a health and well-being benefit. SEIU members and/or immediate family members living in their same household may use the annual amount to pay toward GVRD programs, classes, entrance fees, and/or to utilize District facilities. In order to utilize this benefit, employees are required to fill out the applicable form to track use.

When an employee utilizes a discount to reserve a facility under his/her name, the DISTRICT's expectation is that the use of such facilities is only for the benefit of the employee and/or the group he/she is representing. This section is offered as a benefit to DISTRICT employees and reservations made pursuant to this section of the Agreement shall not be used for any other purpose or for organizations not originally requested by the employee, nor shall the use of such facility space be sold, traded or utilized in any manner other than for the employee's original request and authorization. The reserving employee is expected to be on site for the duration of the event.

ARTICLE 13. Compensation

A. Wages

Year 1: Employees shall receive a three and a half percent (3.5%) wage increase, effective either (i) retroactively to July 1, 2026, (ii) the first full pay period following the adoption of the MOU by the Board, or (iii) the pay period including the adoption of the MOU by the Board. Upon the adoption of this MOU, the Board shall, in its sole discretion, select one of the three effective date options above and thereby render a final and binding decision over the effective date for this 3.5% wage increase.

Year 2: Effective July 1, 2027, employees shall receive a three percent (3.0%) wage increase.

Year 3: Effective July 1, 2028, employees shall receive a three percent (3.0%) wage increase.

B. Unit members will receive longevity premium pay for years of service at the District at the steps and rates set forth below:

Completed Years of Service at GVRD	Longevity Premium (total)
10-19	1% of base salary
20 or more	2% of base salary

Unit members will receive longevity premium pay at one of the two rates shown above upon completing the years of service required for that rate. For example, employees will receive longevity pay equal to 2% of base salary upon completing their 20th year of service at the District. Longevity premiums shall not stack.

C. When the General Manager determines that bilingual skills are beneficial for a position to conduct district business, an employee in the designated position may be eligible for bilingual pay. In order to receive bilingual pay, the employee must pass a proficiency exam conducted by a GVRD designee. The proficiency exam will be conversational and related to realistic job scenarios. Thereafter, the employee shall receive forty ($40.00) dollars per pay period for bilingual pay. Employees on an approved leave of absence without pay shall be eligible to receive the bilingual pay in proportion to the relationship the time worked in that pay period bears to eighty (80) hours. Employees receiving bilingual pay are expected to use bilingual skills when called upon to do so. Bilingual pay may be revoked if the employee fails to respond to such requests, or the employee is assigned to a position not requiring the bilingual ability.

D. The probationary period for unit members shall be one (1) 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 of 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.

E. In order to receive a step increase, the employee must first obtain a satisfactory review. Step increases shall be received upon the first (1st) pay period following the completion of the below-listed time frame, subject to the condition above: Step 2 – one (1) year after hire date; Step 3 - one (1) year after Step 2; Step 4 - one (1) year after Step 3 increase; Step 5 - one (1) year after Step 4 increase, Step 6 one (1) year after Step 5 increase, Step 7 one (1) year after Step 6 increase.

An employee who is promoted to a position in a higher classification shall be placed at the recruiting step for the class or such higher step as is necessary to provide not less than five percent (5%) of the unit member's current salary.

In order to receive a step increase, the promoted employee must first obtain a satisfactory review. Step increases shall be received upon the first (1st) pay period following the completion of the below-listed time frame, subject to the condition above: Step 2 - six (6) months; Step 3 - one (1) year from the date of hire; Step 4 - one (1) year after Step 3 increase; Step 5 - one (1) year after Step 4 increase, Step 6 one (1) year after Step 5 increase, Step 7 one (1) year after Step 6 increase.

F. In consultation with the Union, the District will initiate the development of a standardized employee performance evaluation process within one hundred eighty (180) days of adoption of this Agreement. At the request of either party, the District and Union will meet and discuss proposals for performance evaluation policies and procedures. This provision shall sunset upon the District's implementation of the employee performance evaluation policy.

G. An Employee assigned to work at a higher position on a temporary basis shall be placed at the lowest step in the higher range necessary to provide out-of-class pay not less than five percent (5%) above the employee's base salary. The District will make best efforts to avoid mandatorily assigning out of class work.

The assignment to work in a higher classification must be made by the General Manager or Department Head. All day(s) assigned and actually worked in the higher classification shall be paid in accordance with this section. Employees shall not receive out-of-class pay for day(s) that are assigned but not worked. Such assignments will not be made as alternatives to District promotions.

H. When an employee in good standing is demoted to a position in a lower class for reasons other than unsatisfactory performance, he/she shall receive the highest salary in the new range that does not exceed his/her rate of pay immediately prior to demotion and shall retain the step increase eligibility date to which he/she was entitled prior to the demotion.

I. Employees shall be paid bi-weekly.

J. All unit members eligible for mileage reimbursement shall be reimbursed at the IRS rate. Claims for mileage reimbursement shall be in the form required by the DISTRICT. Members shall not receive a mileage allowance.

K. The deductible amount, not covered by the unit member's automobile or other insurance which becomes an actual expense to the unit member because of an accident while on the DISTRICT's business, shall be reimbursed up to a maximum of Five Hundred Dollars ($500.00) per accident. Claims for deductible reimbursement shall be documented in writing.

L. Unit member(s) who have a valid Class B driver's license shall be entitled to a two and one-half percent (2½%) payment for the day of use of the license.

ARTICLE 14. Personal History Files

A. The official Personal History file of each member shall be maintained at the DISTRICT office. Unit members have the right to review their file. In order to review the file, the unit member must schedule a specific appointment for this purpose. A unit member's representative may review the file during a scheduled appointment provided they present written authorization from the unit member.

B. A copy of any personnel action form(s), performance review(s), written reprimand(s), commendation(s), or disciplinary action(s) placed in the employee's personal history file will be provided to the employee at the time the material is sent to Human Resources for placement in the official file. The employee may respond in writing to documents placed in the file. This response will be filed with the original document.

C. Performance reviews, written reprimands, and disciplinary actions will be placed in an employee's official personnel file after the employee has been given five (5) work days' notice to sign and date the document.

D. Within ten (10) workdays after the employee receives a copy of their annual performance evaluation which indicates that an employee does not meet expectations, the employee may submit a written request to the General Manager to appeal the evaluation. Upon receiving the request, the General Manager will have ten (10) workdays to meet with the employee and either sustain or change the employee's evaluation and notify the employee of the decision in writing. If the evaluation is changed, a new original shall be submitted to the General Manager. Each employee is limited to one (1) appeal per year.

E. Provided that no additional incident occurs of a like nature, letters of reprimand shall be removed from the employee's personnel file three (3) years after the date of the incident upon the written request of the employee.

ARTICLE 15. Effect of Agreement

A. In the event that any provision of this Agreement shall at any time be declared invalid by a decision of any court of competent jurisdiction, such decision shall not invalidate the entire agreement. All other provisions not so declared invalid shall remain in full force and effect. Any provisions so invalidated shall immediately become subject to renegotiation by the parties to this Agreement.

B. Except as specifically provided in this Agreement, during the life of this Agreement no meet and confer sessions or collective negotiations shall take place without the mutual consent of the parties.

C. DISTRICT will submit drafts of any proposed changes to the DISTRICT Policies and Procedures and/or Rules and Regulations to the UNION for their review and input within a reasonable time before the changes are enacted by DISTRICT.

D. Where not negated or modified by the express provision of this Agreement, the Board of Directors' Policies and Procedures and the Personnel Policies of the DISTRICT shall apply.

ARTICLE 16. No Strike/No Lockout

A. The UNION, its members and representatives agree not to engage in a strike during the term of this Agreement.

B. The DISTRICT agrees not to engage in any lockout of unit members during the term of this Agreement.

ARTICLE 17. Meetings

Meetings may be held between UNION and DISTRICT management as needed. Agendas for the meetings shall be agreed upon one (1) week in advance of the meeting by the President of the UNION and the General Manager or their designees. Meetings may be held when necessary, at the request of either party. Meetings may occur so long as the General Manager or their designee(s) and the President of the Union or designated Shop Steward(s) are in attendance.

ARTICLE 18. Procedure for Negotiating New Agreement

A. The parties hereto shall exchange a written list of issues to be discussed in the negotiations for a new Agreement no later than one hundred fifty (150) days prior to the expiration of the within Agreement. The negotiations for the new Agreement shall be limited to the written list of issues exchanged.

B. The parties hereto shall meet to negotiate the new Agreement not later than one hundred thirty-five (135) days prior to the expiration of the within Agreement.

C. The parties hereto may agree in writing that provisions of the then current Agreement be continued without change or revision without the need for additional negotiations thereon. If such agreement is reached, such provisions are deemed resolved and shall be incorporated in the new Agreement.

D. The fourth (4th) negotiation session shall be the final date for the parties to present new proposal.

ARTICLE 19. Uniforms

In its sole discretion, the DISTRICT shall determine which classifications shall be required to wear uniforms and/or safety boots as a condition of employment. Employees in designated classifications shall wear uniforms provided by DISTRICT while on the job unless otherwise authorized by the General Manager or Department Head. This policy applies to the following SEIU-represented classifications: Parks Supervisor, Maintenance Supervisor, Recreation Supervisor, Recreation Coordinator, Administrative Assistant, Account Clerk 1, and Account Clerk 2.

a. DISTRICT shall purchase and provide five (5) department-issued shirts, and one (1) department-issued jacket per employee, and, if requested, one (1) department-issued sweater. Uniform designs, styles, logos, and colors shall be determined and approved by the General Manager in consultation with unit members.
    1. Employees are responsible for the regular cleaning and routine care of

issued uniforms. Uniforms must be maintained in a clean, presentable, and serviceable condition. Substantive modifications to uniform designs, styles, logos, and colors are not permitted without prior approval from the Department Head.

2. Employees must report damaged or excessively worn uniforms to their Department Head. Uniforms will be replaced by the District when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the District. Damaged items must be turned in to the Department prior to replacement. Upon return of the item, the District will make best efforts to replace or repair the item within thirty (30) days.
3. Unit members may receive up to two additional shirts per year, subject to condition and operational need. Shirts shall also be replaced sooner if damaged beyond reasonable repair.
4. The department-issued jacket will be replaced once every four (4) years, and sweaters every two (2) years. Jackets may be replaced sooner if damaged beyond reasonable repair.
5. Upon separation from employment (including resignation, retirement, or termination), employees must return all issued uniform items to the Department.

b. Parks Supervisor and Maintenance Supervisor shall receive a two hundred and fifty dollar ($250.00) yearly boot allowance. The boot allowance is intended for the purchase, replacement, or maintenance of work-appropriate footwear that meets safety and job requirements. In order to obtain the boot allowance, eligible employees must purchase boots suitable for work and provide the District with written evidence thereof. Recreation Supervisors, Recreation Coordinators, and Administrative Assistants are not eligible for the boot allowance.

ARTICLE 20. Term

July 1, 2026 – June 30, 2029

FOR THE DISTRICT

Pamela Sloan
Pamela Sloan (Aug 10, 2026 10:57:52 PDT)

Pam Sloan, Interim General Manager

Luke Jensen

Luke Jensen, Chief Negotiator

Samantha Smithies

Samantha Smithies, Senior Analyst

FOR SEIU

Diana Bello
Diana Bello (Aug 10, 2026 16:19:24 PDT)

Diana Bello, SEIU Field Representative

Jeffrey S Worrell (Aug 10, 2026 08:43:23 PDT)

Jeffrey Worrell, Chief Steward

Christopher Andrade

Chris Andrade, Steward

Teresa Davis-Evans

Teresa Davis-Evans, Negotiation Team Member

Emma Gerould, Region A. Director

David Canham, Executive Director

APPENDIX "A" Statutory Leaves

The following list is provided for informational purposes only and is non-exhaustive.

- Family Medical Leave Act (FMLA)
  https://www.dol.gov/agencies/whd/fmla/law

- California Family Rights Act (CFRA)
  https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=12945.2

- Pregnancy Disability Leave (PDL)
  https://govt.westlaw.com/calregs/Document/I687629F15A0A11EC8227000D3A7C4BC3?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)&bhcp=1

- Uniformed Services Employment and Reemployment Rights Act (USERRA)
  https://osc.gov/Services/Pages/USERRA.aspx

- Workers' Compensation Law
  https://www.dir.ca.gov/injuredworkerguidebook/injuredworkerguidebook.html

- Kin Care
  https://www.dir.ca.gov/dlse/paid_sick_leave.htm

- Organ and Bone Marrow Donation Leave
  https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section6327&num=0&edition=prelim

- School Partnership Act
  https://california.public.law/codes/labor_code_section_230.8

Agenda 13.2

BOARD COMMUNICATION **Date: August 13, 2026**

TO: **Board Chairperson and Directors**

FROM: **Pamela Sloan, Interim General Manager**

SUBJECT: **Approve 3-Year Memorandum of Understanding (“MOU”) between Greater Vallejo Recreation District and IBEW 1245 for 2026-2029**

BACKGROUND AND DISCUSSION

The Board of Directors’ negotiating team has met and conferred with representatives from International Brotherhood of Electrical Workers Local 1245 (“IBEW”) and have reached a tentative agreement (“TA”) regarding the appropriate terms and conditions of employment for the term of July 1, 2026, through June 30, 2029. Attached is the parties’ successor Memorandum of Understanding (MOU), incorporating the terms of the TA and all associated modifications to the parties’ prior MOU, which expired June 30, 2026. The summary below provides a highlight of key terms included in the MOU:

- **General wage increases over three-year term:**
  - Year 1: 3.5%
  - Year 2: 3.0%
  - Year 3: 3.0%
- **Hazard Pay for Cleaning Homeless Encampments:** eligible employees shall receive additional compensation equal to three percent (3%) of their base wage for each hour worked on homeless encampment cleanup duties.
- **Deferred compensation (457 Plan):** District matching contributions up to $5 per pay period
- **Longevity Pay:** adding longevity premium equal to 1% of base wage for employees with 10-19 years of service
- **Holidays:** adding 4 hours to annual floating holiday bank
- **Various administrative and legal clean-up language changes**

RECOMMENDATION

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

FISCAL IMPACT

Approximate increase of $135,000 to the District’s annual recurring cost by the third year of MOU (FY 2028-29).

ALTERNATIVES CONSIDERED
If not approved, provide staff with further direction.

ENVIRONMENTAL REVIEW
N/A

DOCUMENTS AVAILABLE FOR REVIEW
Attachment A: Memorandum of Understanding ("MOU") between Greater Vallejo Recreation District and IBEW 1245 for 2026-2029

AGREEMENT

BETWEEN

GREATER VALLEJO RECREATION DISTRICT

AND

MAINTENANCE EMPLOYEES

THROUGH

LOCAL UNION 1245

OF THE

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS, A LABOR UNION,

THEIR REPRESENTATIVE

TERM: July 1, 2026 through June 30, 2029

INDEX

AGREEMENT BETWEEN GREATER VALLEJO RECREATION DISTRICT AND MAINTENANCE EMPLOYEES THROUGH LOCAL UNION 1245 OF THE IBEW, A LABOR UNION, THEIR REPRESENTATIVE

THIS AGREEMENT (hereinafter occasionally referred to as Agreement) is made and entered into this ___ day of August 2026, by and between the GREATER VALLEJO RECREATION DISTRICT, a governmental entity existent under the laws of the State of California, hereinafter referred to as DISTRICT, and LOCAL UNION 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, a labor union, the duly authorized employee organization representing the maintenance employees (see Attachment 1) of the GREATER VALLEJO RECREATION DISTRICT, hereinafter referred to as Local 1245.

1. TERM OF AGREEMENT:

This Agreement shall be for the period starting July 1, 2026, and continuing through and including June 30, 2029. The Agreement shall remain in full force and effect until June 30, 2029, as to all provisions set forth herein.

2. HOURS OF WORK:

a. Eight (8) hours per day, except when shift work or Alternative Work Schedules are established, shall constitute a workday.

b. Forty (40) hours within five (5) consecutive days shall constitute the work week. The work week shall extend from Sunday at 12:00 am to Saturday at 11:59 pm.

c. Shift work may be established by the parties by mutual consent.

d. Alternative Work Schedules (4/10s or 9/80s) may be established by mutual consent.

3. <u>REPORTING AND MINIMUM COMPENSATORY TIME:</u>

DISTRICT shall comply with the regulations set forth in the Fair Labor Standards Act (29 U.S.C. §§ 201, *et seq.* (Public Law 99-150)), any amendments thereto, and the regulations promulgated thereunder regarding reporting and minimum compensation time.

4. <u>SALARIES:</u>

a. General Wage Increases (GWI):

Year 1: Employees shall receive a three and a half percent (3.5%) wage increase, effective either (i) retroactively to July 1, 2026, (ii) the first full pay period following the adoption of the MOU by the Board, or (iii) the pay period including the adoption of the MOU by the Board. Upon the adoption of this MOU, the Board shall, in its sole discretion, select one of the three effective date options above and thereby render a final and binding decision over the effective date for this 3.5% wage increase.

Year 2: Effective the first full pay period in July 2027, all classifications covered by this Agreement shall receive a three percent (3.0%) GWI.

Year 3: Effective the first full pay period in July 2028, all classifications covered by this Agreement shall receive a three percent (3.0%) GWI.

b. ”Classic” employees covered by this Agreement and subject to the two percent (2%) at age fifty-five (55) retirement benefit formula provided by the Public Employees Retirement System (PERS), shall pay the seven percent (7%) employee contribution to PERS. AB340 created new pension formulas for employees hired after January 1, 2013, that are new members under The Public

Employees' Pension Reform Act of 2013 (PEPRA). PEPRA and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012, and became effective January 1, 2013. The District and Local 1245, IBEW agreed to implement all PEPRA provisions, and all applicable amendments thereto. All employees defined by PEPRA as "New members" in PERS 'Miscellaneous' classifications shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula of 2% at 62, actual employee contribution determined by PERS (on a pre-tax payroll deduction), with a three-year final compensation period.

c. Economic benefits are defined as: salaries, health and dental insurance, life insurance, and retiree health benefits.

d. Step increases will be granted upon the successful completion of probation, which is twelve (12) months and six (6) months for promoted employees, unless extended. For employees who have received a promotional probation, they will receive a subsequent step increase one year after the date of promotion. For all employees, subsequent step increases shall occur in increments of one (1) year thereafter. Employees shall advance to the next step unless they receive a timely performance evaluation indicating that their performance does not merit an increase, in which case, the step advancement may be withheld or delayed.

e. In consultation with the Union, the District will initiate the development of a standardized employee performance evaluation process within one hundred eighty (180) days of adoption of this Agreement. At the request of either party, the District and Union will meet and discuss proposals for performance evaluation policies and procedures. This provision shall sunset upon the District's implementation of the employee performance evaluation policy. Any policy developed as a result of this meet and discuss shall take precedent over Article 4 paragraph (d) as it relates to performance evaluations and step increases or advancements.

f. Unit members will receive longevity premium pay for years of service at the District at the steps and rates set forth below:

Completed Years of Service at GVRD	Longevity Premium (total)
10-19	1% of base salary
20 or more	2% of base salary

Unit members will receive longevity premium pay at one of the two rates shown above upon completing the years of service required for that rate. For example, employees will receive longevity pay equal to 2% of base salary upon completing their 20th year of service at the District. Longevity premiums shall not stack. In the event of DISTRICT layoff, the member must return to work within two (2) years after the layoff to obtain the benefit of this provision. Time while laid off will not count as time served.

g. No employee shall suffer a reduction in pay as a result of this Agreement.

h. If, during the term of the 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 Clause, 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 compensation survey as set forth in Section 4(b).

5. OVERTIME AND HOLIDAY COMPENSATION:

a. All regular full-time employees covered by this Agreement shall be compensated for overtime in accordance with the following provisions, and state and federal law.

b. Employees may elect to be compensated at the appropriate overtime rate or in Compensatory Time Off (CTO) for all overtime or holiday work as provided in paragraphs 5c and 5d. New District employees shall have access to floating holiday hours or CTO upon accrual. The District retains the right to schedule compensatory time off and/or cash out accrued compensatory time consistent with applicable law. Upon separation from employment, all unused compensatory time shall be paid in accordance with state and federal law.

c. The overtime rate for all employees covered by this Agreement shall be at the rate of time and one-half (1½) unless otherwise specified herein. Compensatory Time Off (CTO) is banked equal to the rate of pay it is earned under (i.e., two hours of time and one-half is the equivalent of three (3) hours of CTO). Overtime is defined as any work in excess of eight (8) hours per day and forty (40) hours per week, except in the case of a modified work schedule, and in that instance overtime is defined as any work in excess of the scheduled work day and scheduled work week. Any employee who is required to work a fixed paid holiday shall be entitled to holiday pay as defined in subparagraph (f). If a holiday falls on an employee's day off, the employee shall be entitled to receive eight (8) hours at the overtime rate or may elect compensatory time.

d. Hours of work for purposes of overtime calculation includes all hours in paid status including vacation time off, compensatory time off, and holiday time. Overtime shall be calculated in fifteen (15) minute increments.

e. Overtime shall not include call outs. " Call-back" occurs when an employee is ordered to return to the worksite after completing a regular shift and departing District premises. Employees called back to work shall receive a minimum of two and one-half (2.5) hours, and four (4) hours for holidays, regardless of time worked on a call out. Employees assigned to "Gate Duty" who must remain after regular hours to secure their regularly assigned facilities shall receive compensation for actual time rounded to one tenth (1/10) of an hour for each day they are assigned to provide such duties. Employees are expected to obtain prior approval for overtime except for in emergency or unforeseen operational circumstances. All employees who work overtime that was not preauthorized shall notify their Department Head in writing or other method designated by District as soon as practicable and no later than forty-eight (48) hours after the overtime is worked. The notification shall include the date(s) that overtime was worked, number of overtime hours worked, and reason for overtime. Failure to provide notification may result in delays in processing overtime compensation and potential disciplinary action.

f. For all hours worked on any holiday on the day that it is observed set forth in paragraph 19 of this Agreement, the employee shall be paid at the double-time rate or, if elected accrue double compensatory time off.

g. Employees covered by this agreement may accumulate a statutory maximum of two hundred and forty (240) hours of CTO, after which all overtime must be compensated at the appropriate rate.

h. Any unused accrued CTO will be cashed out at the appropriate rate in the first pay-period of June of each calendar year.

i. In the case that an employee covered under this Agreement, after having been released, receives an official work-related phone call at home and conducts DISTRICT business (i.e. system alarms, that can be reset remotely, assisting DISTRICT crews in the field performing emergency or pre-arranged work) without the need to report to a jobsite during non-working hours, DISTRICT agrees to compensate said employee for thirty (30) minutes of overtime for the first call, regardless of how long the first call is. Successive calls related to the initial occurrence shall not be compensated but new calls received meeting the above criteria until the employee returns to work on a regularly scheduled work day shall be compensated at thirty (30) minutes each. For the purposes of this section, "conducts DISTRICT business" it is implied that actual business did transpire during the call, not merely replying to a missed call or voicemail.

Calls may originate from third-party entities who have historically reached out to District staff for response, the General Manager and/or designee(s). Employees covered under this agreement may only effectuate calls to other employees in the unit upon receiving management approval. It is management's responsibility to ensure all departments and third-party entities are supplied a list of names, contact numbers and call order. Employees will not be harmed financially for calls received due to lack of communication to potential callers.

6. TRANSFERS AND ASSIGNMENTS:

a. When operational needs require temporarily assigning an employee to perform a majority of the essential duties of a position in a higher classification, the employee will be paid at a premium rate for such out-of-class work as assigned. The District will make best efforts to avoid mandatorily assigning out of class work. If employees offered the assignment decline, the District will assign qualified employees in order of reverse seniority. An employee shall be paid at the lowest in the higher range necessary to provide out-of-class pay not less than five percent (5%) above the employee's base salary.

Eligibility to receive out-of-class pay shall be subject to the following conditions:

1. The assignment to work in a higher classification must be made by the General Manager or their designee.
2. Employees receiving out-of-class pay must be qualified to perform in the higher classification.

Employees will be eligible to receive out-of-class pay upon starting their assignment to perform in the higher classification. All day(s) assigned and actually worked in the higher classification shall be paid in accordance with this section. Employees shall not receive out-of-class pay for day(s) that are assigned but not worked. Such assignments will not be made as alternatives to District promotions.

b. DISTRICT General Manager or Designee shall have the right to transfer or assign employees (temporarily), regardless of their seniority status job classification to another classification to cover for employees who are absent in order to fill temporary vacancies, or to take care of unusual conditions or situations which may arise.

(1) In no case shall a temporarily transferred or assigned employee suffer a loss in pay as a result of such transfer or assignment.

(2) When an employee is temporarily transferred or assigned to perform the duties of an employee in a higher classification, as determined by DISTRICT, such transferred employee shall be paid according to Article 6 paragraph (a) ~~Section F~~ above for each day such work is performed.

(3) The commencement and termination of each such temporary transfer or assignment shall be immediately reported by the employee's supervisor on the Activity Pay Request form designated for that purpose by DISTRICT's General Manager. The employee involved shall promptly receive a copy of each such completed form.

c. When an employee is transferred or assigned to a position within a higher pay range, such employee shall have the right to remain in such higher-rated position as long as he or she performs satisfactorily and the need for filling such position on a temporary basis continues to exist. DISTRICT retains the right to rotate qualified employees into temporary assignments.

(1) A temporary transfer/assignment may not exceed six (6) months.

d. Any employee temporarily transferred or assigned pursuant to this paragraph shall not acquire any permanent title or right to the position to which such employee is so transferred or assigned but shall retain his or her seniority in the permanent classification from which such transfer or assignment was made.

7. <u>GROUP HEALTH INSURANCE:</u>

a. During the term of this Agreement, DISTRICT shall pay one hundred percent (100%) for the maintenance of an employee's group health plan, except as set forth below; eighty percent (80%) for the maintenance of an employee plus one (1) dependent's group health plan, except as set forth below; and, effective January 1, 2024, seventy-five percent (75%) for the maintenance of an employee and family group health plan, except as set forth below.

b. For the purposes of the group health insurance cap on the payment of any increases in the cost of said health insurance during the life of this Agreement, the medical insurance rates for calendar years 2026 and 2027 shall be at the insurance rate for calendar year 2026. The cap rate for calendar year 2028 shall be at the 2028 insurance rate.

c. During the term of this Agreement, DISTRICT's share of any increase in the cost of the group health plan for an employee shall not exceed One Hundred and Fifty Dollars ($150.00) per month for the life of this Agreement. Any excess over One Hundred and Fifty Dollars ($150.00) per month shall be paid by the employee.

d. During the term of this Agreement, DISTRICT's share of any increase in the cost of the group health plan for an employee plus one (1) dependent it shall not exceed Two Hundred Dollars ($200.00) per month for the life of this Agreement. Any excess over Two Hundred Dollars ($200.00) per month shall be paid by the employee.

e. During the term of this Agreement, DISTRICT's share of any increase in the cost of the group health plan for an employee and greater than one (1) dependent (family) shall not exceed Three Hundred Dollars ($300.00) per month for the life of this Agreement. Any excess over Three Hundred Dollars ($300.00) per month shall be paid by the employee.

f. Employees who opt to decline health insurance provided by DISTRICT shall receive a 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.

g. DISTRICT shall provide full-time employees with a vision plan, incorporated by reference herein, with a Ten Dollar/Twenty-five Dollar ($10.00/$25.00) co-pay. DISTRICT shall pay one hundred percent (100%) of the plan cost and the employee shall pay requisite co-pay.

8. RETIREE HEALTH PLAN INSURANCE:

a. DISTRICT shall pay the premium for the health plan for an employee and one dependent of an employee after the employee retires as provided in paragraphs 7 and 8 of this Agreement. In order to be eligible upon retirement for said health plan, an employee commencing employment after January 1, 1996, must have served twenty (20) years as a full-time employee with DISTRICT in order to qualify for the aforementioned health plan. The monetary obligation to pay for the health plan for the employee and one dependent pursuant to this paragraph shall not exceed Four Hundred Thirty-two Dollars ($432.00) per month in the aggregate. Upon the death of the retiree, the DISTRICT will continue paying the health insurance premium for the life of the retiree's designated dependent provided that the dependent had the relationship of spouse or dependent child of the retiree at the time of the retirement of the retiree. The entitlement of a dependent child under this provision is during the child's dependency.

b. The provisions of those agreements in effect when each existing employee commenced their employment with DISTRICT shall apply for the health insurance coverage upon retirement; the foregoing provision only applies to employees who began their employment after January 1, 1996.

c. DISTRICT agrees to pay for a health plan in the amount of Four Hundred Thirty-two Dollars ($432.00) per month for the retiree should the retiree move out of state. DISTRICT requires proof of insurance in the new state before any payment is made on the new plan. This provision does not affect any of the vesting requirements set forth above.

9. DENTAL PLAN:

DISTRICT shall pay the premium for each employee and all dependents of each employee for a dental plan inclusive of the limited orthodontic coverage in effect at the commencement of this Agreement. The coverage under this plan shall be the sum of Two Thousand Two Hundred Dollars ($2,200) per year per covered employee plus dependent(s). During Open Enrollment, employees covered under this Agreement shall have the option of enrolling in plans offered by the provider with higher coverage amounts, if such plans exist, and shall pay any additional premium costs in excess of the DISTRICT's normal contribution rate through payroll deduction.

10. THIRD LEVEL 1959 SURVIVOR BENEFITS:

DISTRICT shall provide, at no cost to the employee, the third level 1959 Survivor Benefits as provided by Government Code Section 21382.4.

11. 457 PLAN:

A 457 Plan will be made available to full-time employees commencing with the start of their employment. The District will match employee contributions to deferred compensation at the rate of up to five ($5) dollars per pay period provided that the employee has successfully completed their probationary period.

12. GROUP LIFE INSURANCE:

DISTRICT shall provide group life insurance in the amount of Fifty Thousand Dollars ($50,000.00) for each employee during the term of this Agreement.

13. SICK LEAVE:

Sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or for purposes described in Gov. Code Section 12945.8(a)(4), or other purposes as may be required by law. Sick leave shall not be used for other reasons or in lieu of vacation time/annual leave, unless an employee has exhausted their accrued vacation leave and received prior approval from the General Manager or their designee. If a unit member becomes ill while out on vacation leave and wishes to convert scheduled vacation leave to sick leave, the employee must contact the DISTRICT before their designated start time for the applicable day(s) to change the designated leave to sick leave.

a. Employees shall accumulate sick leave at the rate of one (1) day for each full month of service or major fraction thereof.

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

c. Sick leave may be accumulated to an unlimited amount.

d. If a holiday(s) occurs during a period when an employee is absent from work on sick leave, the holiday(s) shall not be deducted from their accrued sick leave.

e. If an absence extends beyond three (3) consecutive shifts, the DISTRICT may request medical information to determine whether other leave laws apply.

f. During an employee's probationary period of employment, sick leave will be accumulated and will be available for use during the probationary period.

g. While absent on sick leave, the employee shall notify their immediate supervisor or the administration office by telephone call or other district approved electronic communication at least one (1) hour before the time set for the beginning of their daily duties. The employee must comply with the notification provision in this section on a daily basis during their absence on sick leave except when a doctor's certificate is provided no later than the fourth (4th) day of absence or the employee 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.

h. Employees on sick leave for more than thirty (30) days shall accumulate annual leave and sick leave in the same manner as if the employee had worked, except for those employees taking catastrophic leave as set forth below.

i. Employees receiving State Disability Insurance (SDI) benefits for a period of ninety (90) days shall not accumulate annual and sick leave after the ninetieth (90th) day of receiving said benefits.

j. Employees who are off work due to SDI and qualify for a step increase within thirty (30) days of the disability/injury shall receive the increase; however, employees who are scheduled to receive a step increase subsequent to that period shall not receive it until they return to work.

k. Sick leave is defined as the necessary absence from duty because of: (1) illness or non-occupational injury; (2) dental, eye, medical, and/or other physical or medical examinations or treatment by a licensed practitioner; and/or (3) absence from duty to care for the employee's relative pursuant to the Family Leave Act.

l. If an employee is ill, sick leave will be used if accrued sick leave exists, if not, then accrued compensatory time or vacation will be used as the alternative. However, if the employee is at or near the maximum annual accumulation of vacation, the employee may use vacation in lieu of sick leave in the calendar year that an employee announces their retirement. Should an employee's retirement date be delayed to a subsequent calendar year, or cancelled, any vacation hours used in lieu of sick leave will be credited back and the equivalent number of sick leave hours deducted.

14. SICK LEAVE PAYOUT:

a. Commencing July 1, 2005, the DISTRICT shall comply with the provisions of Government Code Section 20840 and other statutes governing sick leave payout; however, if not in conflict with said statutes, it is agreed that all employees with fifteen (15) or more years of service with DISTRICT shall be entitled to a lump sum payment for their accumulated sick leave in the event of resignation, retirement, death or a layoff initiated by DISTRICT. The lump sum payment shall be seventy-five percent (75%) of the accumulated sick leave, not to exceed payment for a maximum of ninety (90) working days of accumulated sick leave. The language in this paragraph shall be applicable to employees hired on or after January 1, 2000, only. Employees hired prior to that time shall be governed by the language set forth in the agreement terminating

December 31, 1992, wherein it is stated that all employees with ten (10) or more years of service with DISTRICT shall be entitled to a lump sum payment for their accumulated sick leave in the event of resignation, retirement, death, or a lay-off initiated by DISTRICT. The lump sum payment in that instance shall be seventy-five percent (75%) of the accumulated sick leave, not to exceed payment for a maximum of ninety (90) working days of accumulated sick leave.

b. Unused sick leave may be converted to retirement credit in a manner consistent with existing law, at the time of retirement.

15. ANNUAL LEAVE:

a. During the first five (5) years of employment with DISTRICT, an employee shall be granted fifteen (15) days annual leave per year; after five (5) years employment, an employee shall be granted twenty (20) days annual leave per year. Annual leave may be taken in one-tenth of an hour increments.

b. Annual leave may be accumulated up to a total of forty-five (45) days (not more than three hundred sixty (360 hours). Once an employee accumulates three hundred sixty (360) hours of annual leave, no additional annual leave shall be accumulated beyond three hundred sixty (360) hours. Annual leave earned over three hundred sixty (360) hours shall be forfeited by the employee unless there are extenuating circumstances determined by the General Manager or his designee. The employee shall not be penalized for any delay on the part of the DISTRICT in posting annual leave; however, it is the responsibility of the employee to track their annual leave. Requests for the use of annual leave to ensure that the employee not exceed three hundred sixty (360) hours shall not be unreasonably withheld by the DISTRICT.

1. Annual leave buyback program based on a calendar year: If an

employee uses any annual leave during that year, they can apply only once during December 1st through 15th to sell back time that year up to one hundred (100) hours. It is a "one (1) hour used for one (1) hour sellback". For example, if an employee uses thirty-two (32) hours of annual leave, at the end of the year the employee can sell back thirty-two (32) hours. In order to qualify, besides using annual leave, an employee must have at least 80 hours of annual leave remaining in their account after the sell back.

c. If a holiday(s) occurs on a period during which an employee is taking their annual leave, said holiday(s) shall not be considered a day of annual leave used by that employee.

d. During the first six (6) months of the probationary period for a new employee, annual leave will be accumulated but not available for use.

16. POSTING SICK LEAVE AND ANNUAL LEAVE:

DISTRICT shall post the accrued sick leave, compensatory time, annual leave, and other forms of leave on each employee's paycheck for the term of this Agreement.

Sick leave, annual leave, and compensatory time may be taken in one-tenth of an hour increments.

17. SPECIAL LEAVE:

a. Each employee occupying a regular full-time position shall be eligible for paid Bereavement Leave up to a maximum of five (5) working days per bereavement for the death of an employee's immediate family member. For the purpose of this provision, immediately family shall be defined as spouse, parent, brother, sister, child, grandparent, grandchild or registered domestic partner, or the corresponding relation of the employee's spouse, or any other person sharing the relationship of in loco parentis, and, when living in the household of the employee, a sibling-in-law, provided:

(1) The employee notifies DISTRICT of the purpose of their absence on the first day of such absence;

(2) The absence occurs on the day during which the employee would have worked but for the absence;

(3) The employee, when requested, must furnish proof satisfactory to DISTRICT of the death, their relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral;

(4) If the employee is required to travel one thousand (1000) miles or greater for the purposes of the Bereavement Leave, the employee will be entitled to a total of six (6) days of bereavement leave; and

(5) Bereavement Leave which exceeds, for any reason, five (5) days (or, if applicable, six (6) days) may be deducted from the employee's annual leave if the same is available; if not available, deducted from sick leave. All bereavement leave shall be used within three (3) months, per incident.

(6) Employees may use annual leave or CTO for the bereavement of anyone not covered by 17(a) subject to supervisor approval and operational needs.

b. DISTRICT agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Leave Bank will allow other DISTRICT employees to donate time to the Leave Bank so that the applicable employee can remain on a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Employee can buy into the leave bank with eight (8) hours of Vacation time, or sick leave. On an annual basis, one (1) hour will be deducted and placed into the catastrophic leave bank, unless the employee wishes to exit the leave bank, forfeiting their participation, and any future benefits unless they rejoin. Termination from the Catastrophic leave by the employee's choice, does not allow reimbursement of said donated hours to that point.

c. The particulars of the manner in which the Catastrophic Leave Bank may be utilized is/are set forth in the DISTRICT policies.

(1) Donated sick leave will be deducted from the employee's sick leave balance on a day for day basis. Sick leave donations must be in minimum four (4) hour increments. In order to donate, the donating unit member must have at least five (5) days of accrued sick leave remaining after the donation.

(2) The requirements for the catastrophic leave bank as set forth in Rule and Regulation (RR) 2040 are attached hereto and incorporated by reference herein. In the event that the catastrophic leave balance becomes unreasonably low, the committee administering the catastrophic leave bank may recommend to the General Manager that the minimum donation be increased to eight (8) hours and the General Manager, in the exercise of their discretion, may make the change.

d. After 30 days from the date of employment, employees shall be entitled to unpaid reproductive loss leave under this section. Eligible employees may take up to five (5) days of reproductive loss leave per reproductive loss event, up to a maximum of 20 days per year; employees may elect to use their accrued leave balances to remain in paid status while on leave. The reproductive loss leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date of the event entitling the employee to such leave.

Reproductive loss leave is separate from, and in addition to, other types of leave to which employees may be entitled, such as leave to care for one's own serious health condition or that of certain family members available under the California Family Rights Act (CFRA) and Family and Medical Leave Act (FMLA), leave for disabilities related to pregnancy or childbirth available under California Fair Employment and Housing Act (FEHA), or other applicable leave(s) provided under state or federal law. Employees who experience a reproductive loss event while on pregnancy disability leave, FMLA/CFRA leave or other applicable leave under state or federal law, may take reproductive loss leave after finishing the other form of leave, provided that the employee completes the reproductive loss leave within three (3) months of the end date of the other applicable leave.

For the purposes of this Subsection, "a reproductive loss" is defined as the loss experienced by an employee, the employee's current spouse or domestic partner, or another individual who would have been a parent of a child born as a result of the pregnancy or through adoption. The following events are considered reproductive losses:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

e. The DISTRICT follows all applicable State and Federal leave laws.

Attached as Appendix "A" is an informational non-exhaustive list of currently applicable leave laws with links to their relevant FAQs. Appendix A is provided for informational purposes only; the District may update Appendix A from time to time due to changes to applicable leave laws.

f. A leave of absence without pay of any length must be approved in advance by the General Manager or their designee in writing. Employees who take a leave of absence before leave has been approved may be subject to disciplinary action.

18. JURY DUTY:

Employees who are required to serve on jury duty shall receive their regular straight time rate of pay, less all jury pay received.

Time spent in awaiting impaneling for jury service is to be considered covered time under this paragraph. Employees who are required to serve on jury duty shall receive their regular straight time rate of pay for the full day, less all jury pay received. Employee must provide District with written verification of jury duty attendance to be compensated for the full day.

In the event the compensation or any other aspect of the jury duty is substantially changed, the parties shall meet and confer regarding the changes within a reasonable time after the changes are made or publicized.

19. HOLIDAYS:

a. The following paid holidays shall be observed each year during the life of this Agreement:

(1)	Independence Day	July 4
(2)	Labor Day	1st Monday in September
(3)	Indigenous People's Day	2nd Monday in October
(4)	Veterans Day	November 11

(5)	Thanksgiving Day	As set by the Governor and/or President
(6)	The day after Thanksgiving Day	
(7)	One half day on Christmas Eve Day	December 24
(8)	Christmas Day	December 25
(9)	New Year's Day	January 1
(10)	Martin Luther King Birthday	3rd Monday in January
(11)	Washington's Birthday	3rd Monday in February
(12)	Farmworkers Day	March 31
(13)	Memorial Day	Last Monday in May
(14)	Juneteenth	June 19
(15)	Floating Holiday Hours	(see section 19c below)

b. If any of the above-enumerated holidays falls on a Saturday, the preceding Friday shall be observed. If any of the above-enumerated holidays falls on a Sunday, the following Monday shall be observed.

c. With the exception of legitimate emergency needs, employees shall give their supervisor two (2) weeks' notice prior to the exercise of the floating holiday. Unused floaters shall be paid out at the end of the calendar year. Twelve (12) hours per calendar year will be available for use as floating holiday hours. Any remaining floating holiday hours at the end of the calendar year will be cashed out in the first full pay period in January of the following year. Floating holiday leave may be taken in one-tenth of an hour increments.

d. For each named Holiday above, an employee who works on the holiday or the day the holiday is observed will receive double the straight time rate of pay for all hours worked, in addition to holiday pay at the straight time rate.

20. STATE DISABILITY INSURANCE

State Disability Insurance shall be available to Local 1245 employees at their expense. Employees shall file for State Disability Insurance when they are off work for greater than seven (7) days.

21. NEW EMPLOYEES AND PROBATIONARY PERIOD:

a. Newly Hired Employees - one (1) year probation for new hires, with a one-time only three (3) month extension for newly hired employees after the employee and Local 1245 have been notified in writing within thirty (30) days from the expiration of the original probation.

b. New employees serving their period of probation may be terminated at the will of DISTRICT.

c. A "new employee" is any person who has not previously been employed by DISTRICT on a full-time basis, or who has previously been employed by DISTRICT on a full-time basis but whose services had been terminated by the employee's voluntary acts or for unsatisfactory performance by DISTRICT.

d. For all new employees, annual leave of up to two weeks is permissible after six (6) months of probationary employment.

e. Incumbent employees Upon Probation - six (6) month probation, with a one-time only three (3) month extension after the employee and Local 1245 have been notified in writing within thirty (30) days from the expiration of the original probation.

f. During a promotional probationary period within the unit for classifications covered under this agreement, any employee who wishes to voluntarily demote back to their original position, within the first three (3) months or for the remainder of the promotional probation if the previously held position remains vacant, will be reinstated to the same position and wage step previously held and with no loss of seniority or other applicable employee benefits with the exception of accrued compensatory time.

If an employee is promoted to a position outside of the bargaining unit covered by this Agreement, their compensatory time will be paid out of time of promotion. If employee later demotes or transfers back into this unit, they will restart any compensatory time accrual.

22. LAYOFFS/BUMPING PROCEDURES:

a. Layoffs shall be by seniority. Seniority shall be determined by the date of hire in permanent status. The definition of layoff includes position elimination, classification elimination in order to trigger rights under the Agreement. The DISTRICT shall use reasonable efforts to compile a list of more essential and less essential part-time positions with the understanding that the DISTRICT shall make every effort to lay off the less essential part-time employees before laying off any permanent employee covered by this Agreement.

b. In order to bump to a new position, the employee shall have held the position before and performed satisfactorily in that position. In order to exercise bumping rights pursuant to the Agreement, the employee must choose to do so within five (5) workdays.

c. Employees bumping other employees must accept the current salary, hours, and working conditions of the bumped employee.

d. An employee bumping another employee in a lower class shall receive the highest salary of the new range that does not exceed the employee's pay rate prior to bumping.

e. Employees may waive their bumping right to an available position in writing to the General Manager within five (5) working days of receiving the notice of layoff. Employees who waive their bumping rights within the time limits shall not be considered to have resigned nor lose their current position on the layoff eligibility list.

f. Employees will be recalled in the reverse order of the layoff.

g. DISTRICT will make every effort to lay off employees within the below-listed categories before laying off any permanent employee covered by this Agreement.

(1) All part-time employees working in both the Maintenance Division and Buildings and Trades.

(2) All visitor service part-time employees.

In the event that additional personnel cuts are required, Local 1245 and DISTRICT will meet and confer to discuss the layoff(s) of additional part-time employees.

In the event of a layoff or furlough that has the employee not report to work, the district will pay medical, dental, and vision for the remainder of the month, and up to an additional three (3) months.

23. <u>VACANCIES:</u>

It is DISTRICT's preference to fill all vacancies from within the present ranks of employees when interested employees are qualified, available, and willing to accept the promotion, and compete in an interview process. Should there be a situation where the final 2 candidates are equally qualified, and one of those candidates is a current GVRD employee in good standing while the other is not, preference will be given to the GVRD employee. All vacancies will require a full internal and external recruitment and internal candidates will be required to go through the same interview process as external candidates. The probation period for an internal candidate will be six (6) months rather than twelve (12) months.

24. <u>SAFETY:</u>

DISTRICT and Local 1245 shall establish a joint safety committee.

(a) Mission.

Promote, develop and advise the DISTRICT management and Board of Directors on safety standards and procedures for all DISTRICT employees.

Participate in planning and developing safety training programs.

Review facilities, equipment, work practices or working conditions which are brought to the attention of the committee and recommend the action(s) to be taken to correct those situations deemed unsafe. Review all accident reports and make recommendations accordingly.

(b) Membership.

The General Manager shall appoint the chairperson/safety coordinator to serve a one (1) year term.

The safety committee chairperson shall be selected from the safety committee members.

The safety committee membership will consist of two (2) Local 1245 representatives; two (2) SEIU representatives; and one (1) representative from the

DISTRICT administration.

The departmental supervisors, in compliance with the Local 1245 requirements, will make recommendations for member appointments.

The General Manager shall approve all appointments and appoint a member of the safety committee as chairperson/safety coordinator to serve a one (1) year term. All other members of the committee will serve a two (2) year term.

(c) Safety Committee Meetings.

Safety committee meetings will be conducted once a month.

Attendance by committee members is mandatory.

Minutes shall be scribed by the recording secretary, and kept on file by the safety coordinator.

(d) Duties of Safety Committee.

Each member of the safety committee will actively seek out safety issues among their divisions and present the information to the committee. Each member of the safety committee will relate all information presented at committee meetings to their division/section.

(1) An accident investigation team will be selected from the safety committee members to investigate all accidents involving public and DISTRICT employees including vehicle and equipment accidents.

(2) Submit written report to safety coordinator as to the cause of an accident and recommendation(s) as to steps that should be taken to correct cause of accident. Safety coordinator will submit report to General Manager (risk manager).

(3) Recommend to chairperson/safety coordinator inspections that should be made of certain work areas.

(4) Report to chairperson/safety coordinator unsafe work areas and unsafe equipment.

(5) Suggest to chairperson/safety coordinator methods for safer working methods, safer work areas and safer operation of equipment.

(6) Present a safety awareness informational item at safety committee meetings. Presentation will be made by a committee member on a rotating basis.

(7) Safety committee members will be responsible for organizing regularly safety meetings in their division. These meetings may be included in regularly scheduled staff meetings.

(8) Provide suggestions of safety tips for employee newsletter.

(e) Chairperson/Safety Coordinator

(1) The chairperson/safety coordinator shall be appointed by the General Manager.

(2) The chairperson/safety coordinator will be responsible for coordinating the safety program and for stimulating interest in safety.

(3) Shall become knowledgeable about all pertinent safety regulations involving DISTRICT personnel.

(4) Shall inform safety committee members, and the DISTRICT's General Manager and the risk manager or appointed designee of new pertinent safety regulations.

(5) Shall submit written recommendations to the risk manager for improving safety.

(6) To help ensure safe working conditions, may call for OSHA or fire inspections as determined necessary.

(7) Shall assist the risk manager in developing safety education programs.

(8) Shall keep a record of all on-the-job accidents of DISTRICT employees.

(9) Shall prepare a yearly report of all accidents.

(10) Train and orient incoming safety coordinator.

(11) Summit an approved copy of the safety committee minutes for inclusion in the General Manager's monthly Board report.

(12) Prepare an agenda for the safety committee meeting.

(13) Facilitate the safety committee meetings.

(14) Submit in written form all safety committee recommendations and pertinent information to the General Manager for review.

(f) Recording Secretary

(1) Record minutes of safety committee Meetings.

(2) Prepare an agenda for safety committee meetings.

(3) Submit minutes to chairperson for review and distribute to committee members.

(4) Recording secretary term is to be one (1) year and rotated at the first (1^{st}) meeting in January.

25. UNIFORMS:

Employees shall wear uniforms provided by DISTRICT while on the job. DISTRICT will provide five (5) pairs of shirts and pants and one logo approved piece of outerwear upon employment, to be replaced every fifth (5^{th}) fiscal year thereafter, and two (2) pairs of shirts and pants each fiscal year thereafter. District approved logo sweatshirts will be provided the first year and every fiscal year thereafter. Uniforms, as described herein, will be replaced by the DISTRICT when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by DISTRICT.

a. DISTRICT shall provide Local 1245 employees with a three hundred dollar ($300.00) yearly boot allowance for replacement, maintenance, or the rebuilding of boots. In order to obtain the boot allowance, Local 1245 employees must purchase boots suitable for work and provide DISTRICT with written evidence thereof.

b. DISTRICT will provide employees all applicable Personal Protective Equipment (PPE) as required by California Code of Regulations Title 8 in relation to the tasks/work performed for the DISTRICT, including but not limited head, eye, hand, and hearing protection.

c. DISTRICT will provide prescription safety glasses that meet American National Standards Institute (ANSI) Z-71 ratings (or any subsequent standard update(s)). The DISTRICT will cover the cost of such safety glasses for basic ANSI rated frames and lenses (clear or basic tinting) not to exceed three hundred dollars ($300.00); additional optional items such as, but not limited to, "no-line bi-focal", specialty lenses colorings or coatings, shall be at the employee's expense. Employees will be required to turn in an itemized receipt for reimbursement by the DISTRICT, unless the DISTRICT secures a third-party provider for prescription safety eyewear and covers the appropriate aforementioned costs.

- The DISTRICT's obligation shall be to provide prescription safety glasses at intervals of no less than two (2) years except for extenuating circumstances beyond the employee's control (i.e. significant change to the employee's prescription). Broken, damaged and/or lost prescription safety eyewear, determined not to be caused by negligence, will be replaced by the DISTRICT on an as-needed basis.

26. LETTERS OF REPRIMAND:

Provided that no additional incident occur of a like nature, letters of reprimand, Performance Improvement Plan(s) (PIPs), or other related material shall be removed from the employee's personnel file three (3) years after the date of the incident at the written request of the employee.

27. NON-DISCRIMINATION:

Local 1245 and DISTRICT agree that there will be no discrimination in the hiring and/or upgrading of any employee because of race, color, religious belief, national origin, sex, disability, or age.

28. EDUCATION AND TRAINING BY DISTRICT:

DISTRICT acknowledges that the education and training of Local 1245 employees is beneficial to DISTRICT, Local 1245 employees, and the general public. When requested and subject to available funding, DISTRICT shall provide qualified training and education to Local 1245 employees.

Attendance of DISTRICT sanctioned training and/or educational opportunities during an employee's regular work hours is considered time worked. For the purposes of this section, an employee's regular work hours may be reasonably adjusted to accommodate the hours of the training/educational event, however, any travel time associated to and from such training shall be compensated at the appropriate rate of pay.

A. Should an employee attending such a training and/or educational opportunity need to leave prior to the regularly scheduled end of the event for reasons other than being officially released by the event's instructor, the employee shall obtain supervisory approval first.

B. Should an employee attending such a training and/or educational opportunity be officially released two (2) hours or more prior to the regularly scheduled end of the event, the employee shall obtain supervisory approval first to confirm:

1. Fully paid release for the remainder of the workday (i.e. for travel time etc.).

2. Return to the employee's headquarters for the remainder of the day.

For the purposes of A & B above, the employee shall notify (by phone call or other district approved electronic communications) their immediate supervisor, however, if the employee is unable to communicate directly to their supervisor, the employee shall notify the department head during business hours. Failure to adhere to A & B above, including arriving late to class without a bona fide reason outside of the employee's control, may lead to disciplinary action.

Training and/or education under this program require the prior approval of the DISTRICT General Manager and/or DISTRICT's General Manager's designated representative, must be job related, and in some way benefit the employee and DISTRICT. Additionally, the DISTRICT shall cover the costs of all recertification and testing associated with such training and or education if maintaining such is required by the classification. In order to ensure sufficient time to ascertain funding and approval and unless not administratively possible, all registration forms and other related arrangement must be submitted to the General Manager or designee thirty (30) days prior to the event date, but not later than ten (10) days prior.

29. PROCEDURE FOR GRIEVANCE:

a. The term "grievance" means any dispute with respect to the application, interpretation or enforcement of this Agreement, as well as to questions or mediation hereunder.

b. Procedures for settlement of grievances:

(1) First Step: Any employee who believes that he/she has a grievance shall discuss such grievance with her/her immediate supervisor (designated for that purpose by the department head), with or without a Local 1245 representative, within five (5) regularly scheduled working day of the occurrence or knowledge of the event over which the employee believes he/she is aggrieved. The immediate supervisor shall orally answer the grievance within two (2) regularly scheduled working days.

(2) Second Step:

(a) If the employee is dissatisfied with the immediate supervisor's answer and desires to pursue the matter, the grievance shall then be reduced to writing and submitted to the division head or their designee within seven (7) scheduled working days after receipt of the immediate supervisor's oral answer.

(b) The written grievance must:

(i) State the facts upon which it is based;

(ii) State when the event occurred;

(iii) Specify the paragraph(s) of the agreement allegedly violated;

(iv) Specify the desired resolution; and

(v) Be signed by the employee and the Local 1245 Business Representative or their designee.

(c) Within three (3) regularly scheduled working days following appropriate submission of the written grievance, the division head and/or their designee, who has authority to resolve the grievance, shall meet with the employee and a Local 1245 representative to discuss the grievance. A written answer shall be given to the department head or their designee to the employee and the Local 1245 representative within five (5) regularly scheduled working days after the date of this Second Step meeting.

(3) Third Step:

(a) If Local 1245 and employee are dissatisfied with the Second Step answer and decide to pursue the matter, the Local 1245 Business Representative or their designee shall notify the DISTRICT Human Resources Director in writing of their appeal within five (5) regularly scheduled workdays after receipt of the Second Step answer.

(b) Within ten (10) regularly scheduled workdays, the Human Resources Director will make a decision regarding the appeal and notify Local 1245 and the employee of the decision.

(4) Fourth Step:

(a) If Local 1245 and employee are dissatisfied with the Third Step answer and decide to pursue the matter, the Local 1245 Business Representative or their designee shall notify the DISTRICT General Manager in writing of their appeal within five (5) regularly scheduled workdays after receipt of the Third Step answer.

(b) Within ten (10) regularly scheduled workdays, the General Manager will make a decision regarding the appeal and notify Local 1245 and the employee of the decision.

(5) Fifth Step:

(a) If Local 1245 and the employee are dissatisfied with the Fourth Step answer and desire to pursue the matter to non-binding mediation, they shall so advise DISTRICT in writing within ten (10) regularly scheduled working days after receipt of the Fourth Step answer.

(b) Such notice to DISTRICT shall specify the reasons the Fourth Step answer is considered unacceptable, that the matter is being referred to non-binding mediation and the name of Local 1245's representative for purposes of selecting an impartial mediator.

(i) DISTRICT and Local 1245 representatives shall jointly and promptly select an impartial mediator with whom they or their representative shall meet and to who they shall present the facts and their respective positions concerning the grievance.

(ii) The impartial mediator shall have such reasonable time that he/she may require within which to render their decision, which at the parties' option may not be binding.

(iii) The impartial mediator shall not have any authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the application and interpretation of the Agreement as written.

(iv) The expenses and fees of the impartial mediator shall be shared equally by the parties.

(c) In the event DISTRICT and Local 1245 are unable to agree mutually upon an impartial mediator, the California State Mediation/Conciliation Service shall be requested to submit a list of seven (7) recognized and qualified mediators to the parties. Immediately upon receipt of said list, said DISTRICT and Local 1245 representative shall alternatively strike a name from the list, and the last name remaining shall be designated as the impartial mediator.

(d) The time limits at any step of the Grievance Procedure may be extended or waived by mutual agreement between the parties. Failure on the part of Local 1245 and/or employee to meet the specified time limit(s) shall preclude further processing of the grievance. Failure on the part of DISTRICT to meet such time limit(s) shall mean that the grievance will automatically advance to the next step of the Grievance Procedure.

(e) Local 1245 representative(s) shall suffer no loss of pay from their regularly scheduled work for time necessarily spent investigating complaints and processing grievances hereunder.

(f) Wherever the words "regularly scheduled working days" are used in this Agreement, such words shall be defined as those days which are scheduled for work.

(g) Local 1245 employee representative shall arrange the scheduling of Local 1245 business with their immediate supervisor as to their leaving the job on Local 1245 business. Reasonable advance notice must be given to include when and how long the person will be absent and when they are scheduled to return.

(h) No more than one employee representative may be gone from their job to represent Local 1245 on the same grievance.

30. PROCEDURE FOR NEGOTIATING A NEW AGREEMENT:

a. The Provisions set forth in this Agreement are final, and no change or modification shall be offered, urged or otherwise presented by either part prior to the end of the Term of the Agreement, provided, however, that nothing herein shall prevent Local 1245 and the District from meeting and conferring and making modifications here by mutual consent.

b. Notwithstanding any modifications provided for in "a." above, this Agreement shall be automatically renewed and extended from year to year thereafter without addition, change or amendment unless either party serves notice in writing to the other party not less than one hundred twenty (120) days before the end of the term then in existence of its desire to terminate, change, amend or add to this agreement. In the event of notice being given as provided above, written proposals for changes in the terms of the agreement shall be submitted once the parties commence meeting for negotiations within the timelines defined in any ground rules agreed upon at that time. The parties will endeavor to schedule and commence bargaining no later than ninety (90) days prior to the expiration date.

31. COLLECTION OF UNION DUES AND NEW EMPLOYEE ORIENTATIONS:

The following provisions shall apply to all employees represented by Local 1245 of the International Brotherhood of Electrical Workers covered by this Memorandum of Understanding.

A. Dues: Any employee of the District in a classification represented by Local 1245 who is not on leave of absence may become a member of the Local 1245 and pay Local 1245 membership dues or voluntarily elect to pay service fees. Such amounts shall be determined by Local 1245 and implemented by the District in the first payroll period after receipt of written notification of employee authorization from Local 1245. To the extent required by California Government Code section 1157.12, or otherwise required by state and federal law, the District will rely on the information provided by Local 1245 in processing dues deductions for Local 1245 members. Local 1245 is responsible for providing the District with timely information regarding changes to members' dues deductions.

B. New Employees & New Employee Orientation: In accordance with applicable state law including Government Code sections 3555-3559 and 6254.3, the District shall provide Local 1245 and its designated representatives mandatory access to all new employee orientations of classifications it represents.

   1. The District will work with Local 1245 to provide advanced notice, of not less than 10 days (except in exigent situations as provided in Government Code section 3556), of the new hire orientation so one exclusive representative of Local 1245 will have access to new employee orientations for up to thirty minutes.
   2. Local 1245 agrees to provide to the District a list of shop stewards/representative(s) that Local 1245 will use for the new hire orientations throughout the year.
   3. Once the District notifies Local 1245 of the new employee orientation, Local 1245 will identify which one steward/representative will attend the new employee orientation or, alternatively, schedule to meet with the newly hired employee at a time more acceptable to operational needs, but within ten (10) days of hire.

4. Except where requested by an employee pursuant to subsection (c) of Government Code section 6254.3, the District will provide Local 1245 the following information within 30 days of hiring a Local 1245 represented employee: the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and the home address of the new hire.
5. The District will provide Local 1245 with a list of the above-described information for all employees in the bargaining unit every 120 days.

C. Term: The provisions of this Article shall be effective as provided for in the Government Code, or otherwise required by state and federal law.

D. Local 1245, IBEW shall indemnify and hold harmless the District, its officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceedings of any nature whatsoever arising of, or related to, its administration of this Section 31.

32. <u>LICENSES:</u>

DISTRICT shall reimburse employees for the cost of licenses required to perform their respective jobs with DISTRICT. Prior approval from the Supervisor and DISTRICT's General Manager and/or the designated representative of DISTRICT's General Manager is required. This paragraph does not cover reimbursement for California Driver's Licenses except for Class A and B license

33. <u>BREAKS:</u>

a. Two (2) breaks per day, not to exceed fifteen (15) minutes each, shall be granted to each employee.

b. One (1) such break shall be granted in the first half of the shift and the other in the second half of the shift. Both breaks shall occur towards the mid-point of each work period, work permitting, and will not be taken consecutively. Modifications to the timing of employee rest periods require Department Head approval. For the purposes of this section, a "work period" means the portion of the employee's scheduled shift occurring before and after the meal period. Rest periods shall not be taken consecutively or combined with meal periods. Rest periods may not be accumulated, carried over, or used to shorten the workday or alter the employee's established schedule.

34. <u>USE OF DISTRICT FACILITIES:</u>

Employees may use DISTRICT facilities on a discounted basis not to exceed two (2) times per year. When an employee utilizes said discount to reserve a facility under their name, the DISTRICT's expectation is that the use of such facilities is only for the employee and/or the group he/she is representing. This section is offered as a benefit to DISTRICT employees and reservations made pursuant this section of the Agreement shall not be used for any other purpose or for organization(s) not originally requested by the employee, nor shall the use of such facility space be sold, traded or utilized in any manner other than for the employee's original request and authorization. The reserving employee is expected to be on-site for the duration of the event. DISTRICT programs are not subject to this provision.

35. EXISTING BENEFITS:

All existing benefits and agreements which are presently enjoyed by the bargaining unit employees, and which resulted by reason of Ordinance, Resolution or written Administrative Rule, shall remain in full force and effect.

36. PAY DAYS:

Pay days shall occur on alternate Fridays.

37. HAZARD PAY:

a. Employees assigned by the Employer to perform homeless encampment cleanup duties shall receive Homeless Encampment Cleanup Hazard Pay. “Homeless encampment cleanup” means work involving the removal, handling, or disposal of hazardous materials commonly found at such sites, including but not limited to human waste, biohazards (e.g., feces, urine, vomit, blood-borne pathogens, needles/sharps), medical waste, illicit drugs/substances, or other contaminants requiring personal protective equipment (PPE) and adherence to HAZWOPER or similar safety protocols. Basic litter pickup, routine grounds maintenance, or non-hazardous debris removal does not qualify for this pay.

b. Rate of Pay

Eligible employees shall receive additional compensation equal to three percent (3%) of their base hourly rate of pay for each hour actually worked on homeless encampment cleanup duties. This hazard pay is added to (and does not replace) the employee’s base hourly rate. For example: If an employee’s base hourly rate is $30.00, the effective rate during qualifying hours shall be $30.90 ($30.00 base + $00.90 hazard pay).

Application and Calculation

- Hazard pay applies only to actual hours spent performing qualifying cleanup duties, beginning when the employee commences handling hazardous materials at the encampment site (or begins transport of such materials) and ending when the employee departs the site or completes delivery of materials to a disposal facility/landfill.
- This pay shall be included in the employee's regular rate for purposes of calculating overtime, callback pay, or other premium pay where required by law or this Agreement.
- The hazard pay is not pyramided with other differentials unless expressly provided elsewhere in this Agreement.
- Assignment to such duties must be directed or approved by a supervisor, and employees must use required PPE and follow all applicable safety protocols.

c. Coordination and Documentation

Homeless encampment cleanup duties shall be coordinated with relevant authorities (e.g., police department for encampment removal/eviction processes, environmental health services, or contracted hazardous waste handlers as appropriate). The Employer shall maintain records of qualifying assignments and hours to support accurate payment.

38. <u>USE OF AI:</u>

The parties agree to meet and discuss potential policies and procedures regarding the use of AI at the District within six months after the appointment of a permanent General Manager.

39. VALIDITY OFAGREEMENT:

In the event that any provision of this Agreement shall at any time be declared invalid by a decision of any court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other provisions not so declared invalid shall remain in full force and effect. Any provisions so invalidated shall immediately become subject to renegotiation by the parties to this Agreement.

40. SUPREMACY CLAUSE:

a. This Agreement supersedes any rules, regulations or practices of DISTRICT which are contrary to or in conflict with the terms and provisions hereof.

b. Except as specifically provided in this Agreement, during the life of this Agreement no meet and confer sessions or collective negotiations on the matters of wages, hours or working conditions shall take place without the mutual consent of the parties.

c. Where not negated or modified by the express provisions of this Agreement, the Board of Directors Policies and Procedures and the Personnel Policies of DISTRICT shall apply.

Dated: __________, 2026

GREATEVER VALLEJO RECREATION DISTRICT, A Political Subdivision of the State of California

By Pamela Sloan
Pamela Sloan (Aug 10, 2026 11:15:52 PDT)

Pam Sloan
Interim General Manager

By Luke Jensen

Luke Jensen
Chief Negotiator

By Samantha Smithies

Samantha Smithies
Senior Analyst

Dated: __________, 2026

GREATEVER VALLEJO RECREATION DISTRICT, A Political Subdivision of the State of California

By ______________________________

Thomas Judt
Chairperson, Board of Directors

Dated: __________, 2026

LOCAL UNION 1245 OF THE IINTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A LABOR UNION

By Mark T Wilson

Mark Wilson
Business Representative, Local 1245 IBEW

By Melecio Hernandez (Aug 10, 2026 06:30:36 PDT)

Melecio Hernandez
Negotiating Committee, Local 1245
IBEW

By Jose Nuno (Aug 10, 2026 10:52:01 PDT)

Jose Nuno
Negotiating Committee, Local 1245
IBEW

By ______________________________

Patrick Smith
Negotiating Committee, Local 1245
IBEW

By Brice Sweet (Aug 10, 2026 09:13:10 PDT)

Brice Sweet
Negotiating Committee, Local 1245
IBEW

AGREEMENT APPROVED AS TO FORM:

Renne Public Law Group
Andrew Shen, Assistant Managing Partner

Dated: ___________, 2026

By ______________________________

Andrew Shen
Legal Counsel
GREATER VALLEJO RECERATION DISTRICT,
A SPECIAL SERVICE DISTRICT

APPENDIX “A” Statutory Leaves

The following list is provided for informational purposes only and is non-exhaustive.

- Family Medical Leave Act (FMLA)
  https://www.dol.gov/agencies/whd/fmla/law

- California Family Rights Act (CFRA)
  https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=12945.2

- Pregnancy Disability Leave (PDL)
  https://govt.westlaw.com/calregs/Document/I687629F15A0A11EC8227000D3A7C4BC3?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)&bhcp=1

- Uniformed Services Employment and Reemployment Rights Act (USERRA)
  https://osc.gov/Services/Pages/USERRA.aspx

- Workers’ Compensation Law
  https://www.dir.ca.gov/injuredworkerguidebook/injuredworkerguidebook.html

- Kin Care
  https://www.dir.ca.gov/dlse/paid_sick_leave.htm

- Organ and Bone Marrow Donation Leave
  https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section6327&num=0&edition=prelim

- School Partnership Act
  https://california.public.law/codes/labor_code_section_230.8