

**District Policies &
Procedures Manual
Revised Edition December 2023**

District Policies & Procedures Manual

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DISTRICT POLICIES

I. Budget

- A. Fiscal Year. The Fiscal Year of the District shall begin on April 1 and end on March 31 of each year.
- B. Preliminary Budget. The preliminary budget prepared by the District Administrator and staff shall, as closely as possible, reflect the anticipated purchasing program for a given fiscal year. The preliminary budget shall be a balanced budget, defined as a budget where expenses do not exceed revenues, not including capital expenditures.
- C. Projected Expenditures. Once the budget for the year has been adopted by the Board of Directors, it is accepted as the year's projected expenditures. Purchases shall be made and controlled by the District Administrator or designated manager. He or she shall endeavor to control said expenditures to be as equally distributed as possible throughout the year and to not cause any undue burden upon the budget.
- D. Adopted Budget. Once the budget is adopted, the District Administrator need not receive additional permission to purchase items explained and planned for in the Budget Summary, with the exception of Capital Outlay expenditures, which must be approved by the Board of Directors, and any unanticipated expenditures necessary for the competent functioning of the District in amounts less than \$25,000.
- E. ARD Restricted Reserve Funds. In accordance with Public Resource Code, Section 5788.9, the Board of Directors of the Auburn Area Recreation & Park District establishes the following funds:
 - 1. Contingency: Contributions to this fund may occur at any time but will be maintained at \$70,000. Any monies from this fund that are spent for Board approved expenditures shall be replenished prior to any other reserve being funded.
 - 2. Equipment: Contributions to this fund may occur at any time but an amount of \$50,000* will be added to the fund at the beginning of each new fiscal year. This fund can only be spent at the Board's discretion. These funds are to be used for additions to the current District inventory or to replace equipment that has expended its useful life and/or has broken down and is beyond economical repair and must be replaced.

* The \$50,000 amount is a figure based on staff's projections to accumulate sufficient funds to pay for the District's requirements through Fiscal Year 2017. As such this amount is changeable based on the Board's desires.

3. Capital Construction: Contributions to this fund may occur at any time but will be included in the budget each fiscal year on an "as available" basis. This yearly amount, if any, is part of the expenditure budget and can only be spent at the Board's discretion.

4. ADA Compliance: Contributions to this fund may occur at any time but will be included in the budget each fiscal year at a minimum amount of \$5,000 per year. The money in this reserve account will be used to fund costs and improvements related to the Americans with Disabilities Act at parks and facilities in the District.

The Board shall establish a policy of contributing 1-5% of the annual expenditure figure to reserves. During each budget cycle, Staff will provide recommendations to the Board for these contributions as appropriate based on the plans and goals of the District.

5. Unfunded CalPERS Pension Funding GASB 68: Contributions or Prefunding may occur at any time but will be included in the budget each fiscal year at an amount that represents at least \$60,000. Staff is to allocate 40% to directly Prefund CalPERS. Staff is to allocate 60% to a section 115 Trust. The CalPERS UAL peaks in the year 2032 with an additional required payment of \$142,000. This required allocation should continue until ARD has reduced its peak to less than an annual \$100,000 (or until 90% funded, whichever is first). This will prevent the District from over funding. Once that has been achieved, 100% of the \$60,000 will be put into a section 115 Trust.

- F.** Cash Receipts. All cash receipts other than taxes shall be deposited at the Placer County Treasurer's Office. Adequate records of these transactions must be maintained.
- G.** Petty Cash. The District may establish a petty cash fund, in an amount not to exceed the sum of One Thousand Dollars (\$1,000.00), for the purpose of making change for customers at various locations where fees and charges may be collected, reimbursements, and for the purchase of items which require cash to be available, and it is not practical or cost effective to purchase through the normal purchasing and accounts payable process. The funds shall only be disbursed by designated personnel from locations and in amounts as authorized by the District Administrator or his or her designee. The petty cash fund may only be replenished through the normal accounts payable process. Personal checks may not be drawn against petty cash.
- H.** Planning Documents. The District will establish and/or update three planning documents each Fiscal Year:
 - 1. Capital Improvement Plan: This document provides a list of all construction projects, major repairs, reconstructions or replacement of capital items with an

estimated cost of \$25,000 or more. The Five-Year Capital Improvement Plan should be presented to the Board for approval by May of each Fiscal Year.

2. **Obsolescence List:** The purpose of this document is to create a list of ARD equipment and facility features, their purchase date, purchase price, and their expected lifespan. This list is then used to plan for expenditures to replace that equipment or facility feature. Items on this list will generally cost more than \$1,000. Changes to the Obsolescence List should be presented to the Board for approval by May of each Fiscal Year.

2. **Project List:** The yearly Project List may include all funded items from that Fiscal Year's Capital Improvement Plan plus all planned General Fund projects costing an estimated \$5,000 or more. The Project List may be amended throughout the year if a project is identified after the creation and approval of the list. The Project List should be presented to the Board for approval by May of each Fiscal Year.

I. Investment Policy.

- A) The State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) § 53600.6 and § 53630.1);
- B) Government Code Sections 53601 or 53635, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency (GC § 53684); these fund transfers shall require the adoption of a resolution.
- C) The treasurer or fiscal officer of a local agency shall annually prepare and submit a statement of investment policy and such policy. Any changes thereto, shall be considered by the local agency's legislative body at a public meeting (GC § 53646). A statement may also be annually presented to any oversight agency of the local agency;
- D) For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds as defined in GC §53600 et seq.

This investment policy applies to all financial assets of the District. These funds are accounted for in the annual audited financial statements of the District.

The Board and persons authorized to make investment decisions subject to these policies are fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a fiduciary shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of

the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from policy or expectations are reported in the next issued quarterly treasury report and appropriate actions are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the fiscal officer shall notify the Board immediately.

As specified in GC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objectives of the investment activities, in priority order, shall be:

- A) Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the whole portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- B) The secondary objective shall be to meet the liquidity needs of the District.
- C) The third objective shall be to achieve a return on the funds under the District's control.

The District will comply with the reporting requirements as defined in GC §53646 et seq. and GC §53607.

II. Purchasing

- A. Purchasing Agent(s). The District Administrator or a designated manager shall serve as the purchasing agent for the District, and will be vested with the authority to purchase supplies, materials, services and equipment within annual budgetary authority limits as follows:

Purchasing Agent:

District Administrator: \$25,000/purchase

Primary Designee:

Administrative Services Manager: \$25,000/purchase

Secondary Designee (s):

Facilities & Grounds Manger: \$20,000 maximum monthly limit
Up to \$ 7,500 per purchase limit

Other Department Managers: Up to \$10,000 maximum monthly limit
Up to \$ 5,000 per purchase limit

Supervisors/Coordinators Up to \$ 5,000 maximum monthly limit
(or other designated employees): Up to \$1,500 per purchase limit

All positions from Supervisor and above shall have a credit limit of 50% of the stated amounts when newly hired and for a period of 12 months thereafter.

- B.** Purchasing Procedures. The District Administrator, Primary Designee or Secondary Designee may delegate and authorize a designee to purchase materials, supplies, equipment or services within the purchasing guidelines and limits outlined above. Authorized designee's and managers must review, confirm and sign invoice billings. Managers and designee's must also insert proper ledger codes on the face of all invoices. Purchases exceeding the referenced dollar limits must be approved, verbally or in writing, by the District Administrator or Primary Designee prior to purchase and such prior approval must be forwarded to the manager via email or inter-office mail and a copy of same shall be attached to the vendor's invoice. It is not necessary to issue a purchase order for such purchases unless the vendor requires same.
- C.** Purchasing. Purchases within the pre-established limits shall be made with a District issued credit card or shall be charged to an existing charge account with District vendors. District credit cards are for the purpose of conducting District-related business. Designee's shall be responsible for security of the credit card at all times and must report lost or stolen cards immediately. Credit cards will be issued with restrictions as to types of vendors from whom purchases may be made as well as dollar limits on authorized purchases. Employees who have been authorized by the District Administrator or Primary Designee to be issued credit cards shall be personally responsible for the safety and integrity of cards so issued. The use of District credit cards for non-District and/or personal business is prohibited. Violations of this policy may result in disciplinary action and legal sanctions.
- D.** Check signing and County Warrant Requests. The District Administrator, the Administrative Services Manager and members of the Board of Directors are authorized to sign all checks on behalf of the District as outlined in Section III-17 of this policy manual. The District Administrator and Administrative Services Manager are authorized to sign County Warrant Requests on behalf of the

District. Signature cards shall be on file with the District's bank and the Placer County Auditor's office.

- E.** District Policy for Check Signing Authority. It shall be the policy of the District to have check signing authority assigned as follows:
1. For checks up to \$3500: Signature by the District Administrator or the Administrative Services Manager. Full documentation for the purchase must accompany the check.
 2. For checks between \$3500 and \$10,000: Signatures by the District Administrator and the Administrative Services Manager. In the absence of one of these staff members, a Board Member must provide the second signature. Full documentation for the purchase must accompany the check.
 3. For checks exceeding \$10,000: Signatures by the District Administrator or the Administrative Services Manager and a Board Member. Full documentation for the purchase must accompany the check.
 4. Checks issued to government entities, publicly regulated utility companies, and employee benefit organizations, shall require only one signature by either the District Administrator or the Administrative Services Manager for unlimited amounts.
- F.** All purchases must be against unencumbered funds. No officer or employee of the District may request by purchase acquisition any purchase order or award any contract for the acquisition of materials, supplies, equipment or services unless there exists an unencumbered budget appropriation of funds. If funds are encumbered, a request for transfer of funds from a reserve account must accompany the purchase order. Fund transfers from reserve accounts must be approved by the Board.
- G.** Sole Source Procurement. Prior to submitting a purchase request, the requesting officer or employee shall conduct a survey of available sources to determine whether there is only one source for the required supply, equipment, service or construction item. After review of this request by the purchasing agent, a contract may be awarded without competition. The purchasing agent or his or her designee shall conduct negotiations, as appropriate, as to price, delivery and terms. The requesting department shall prepare a waiver of competitive bidding and submit it to the purchasing agent.
- H.** Open Market Orders. An open market order is used for those vendors from whom repeated purchases are made as supplies are required. An open market order is distinguished from an open purchase as it is issued over the dollar amount limit of an open purchase order for specific supply items for a stated price good for a stated time period. Open market orders for purchase, whenever possible and practical shall be established and issued on a purchase order by the purchasing agent. The purchasing agent shall determine the lowest responsible quotation.

The purchasing agent shall keep a record of all such open market orders and quotations submitted on them. Such records shall be open to public inspection during normal business hours. The purchasing agent may dispose of records of such open market orders after five years from the date of approving the open market order.

- I. Inspection and Testing. The purchasing agent or his or her designee shall inspect supplies, materials and equipment delivered and contract service performed to determine their conformance with the specifications required. The purchasing agent shall have the authority to perform or have performed any other testing or inspection of any item purchased by the District.
- J. Purchase of Surplus Commodities. The purchasing agent is authorized to procure, when economically feasible, commodities from other governmental agencies which are surplus to their requirements and determined to be valid needs of the District.
- K. District Policy on Stale Dated Checks.

All checks:

6 – 12 months after check is issued

- Notice is sent to the recipient

After 30 days after notice and up to 15 months after check is issued:

- If no response, check is voided in GL
- Transfer the funds to a Liability account

Just for Checks under \$15:

1 year minimum after check is issued

- Journal Entry funds from Liability to Misc Income

Just for Checks \$15 and above:

3 years minimum after check is issued

- Unclaimed checks are published in the newspaper once a week for two successive weeks
-

45-60 days after notice is published:

- The notice shall state the amount of money, the fund in which it is held, and that it is proposed that the money will become the property of the local agency on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice.

- A party of interest may file a claim with the District which must include the claimant's name, address, amount of claim, the grounds on which the claim is founded, and any other information that may be required by the District. The claim shall be filed before the date the unclaimed money becomes the property of the local agency as provided under Section 50051 and the District shall accept or reject that claim.
- See Government Code §50050 et. Seq for any further questions.
- If unclaimed, JE transfers funds from liability to Miscellaneous Income.

III. Fixed Asset Capitalization Policy

These procedures concern the acquisition, movement, sale, disposal, physical inventory and depreciation of fixed assets. The objective is to provide a tool for controlling property acquisition, availability, transference and disposal.

- A. Description of Fixed Assets.** Fixed assets include land, buildings and structures, equipment or any related capital lease. These items are further defined as follows:
1. Land includes all parcels purchased by the District or any improvements made to existing parcels of land. Land purchases are always deemed to be fixed assets, regardless of cost.
 2. Building and structures include all relatively permanent improvements constructed or placed into District-owned land or existing structures. This also includes improvements placed onto land leased by the District. Building alterations will be capitalized when they increase the value or life of the building, are material to the building, and any related retirements can be properly valued. All building, structures and improvements should be capitalized as fixed assets or leasehold improvements.
 3. Equipment includes moveable personal property of a relatively permanent nature and of significant value. Relatively permanent nature should be interpreted as having a useful life expectancy of three or more years. Significant value shall be defined as all equipment acquisitions with a cost in excess of \$3,000. The cost of equipment includes purchase price, freight charges, sales, use and transportation taxes and installation charges less discounts received.
 4. Items under \$3,000 are to be capitalized to the extent that they are a part of a permanent improvement project, the cumulative cost of which exceeds the \$3,000 parameter.
 5. All computer hardware purchased through the District is to be capitalized if the cost is in excess of \$3,000.
 6. Capital leases (lease-purchases) include all arrangements to lease land, buildings and structures, or equipment, when the District's intent is to assume ownership rights when the lease is paid in full. If a purchase would normally meet the fixed assets criteria stated above, it will be accounted for as a fixed asset, regardless of the financing procedure used.

- B. Responsibility for Fixed Assets. The Administrative Services Manager has the primary responsibility for the accounting, control and disposal of fixed assets including, but not limited to, the policies and procedures contained in this section and in accordance with the policies of the auditor-controller's office.
- C. Surplus. District employees shall submit, at such times and in such form as prescribed by the purchasing agent, reports showing supplies, materials and equipment which are no longer used or have become obsolete or worn out. The purchasing agent has the authority, with the approval of the Board of Directors, to dispose of, sell, exchange or trade supplies, materials or equipment of the District, which exceeds a market value of \$5,000, which cannot be used or which have become unsuitable for District use. Supplies, materials or equipment with a market value below \$5,000 can be disposed of, sold, exchanged, or traded without Board approval after review and approval from the District Administrator or designee.

IV. Competitive Bidding

- A. Contracts Not Related to New Construction – more than Twenty-Five Thousand Dollars (\$25,000). All contracts for the furnishing of materials or supplies not related to new construction or the alterations, maintenance or repair of District real property, which exceeds Twenty-Five Thousand Dollars (\$25,000), shall be let by competitive bid and awarded to the lowest responsible bidder.
- B. Contracts Relating to New Construction of Public Improvements – more than Twenty-Five Thousand Dollars (\$25,000). All contracts for new construction of public improvements to District real property, with respect to which the cost of materials, supplies and labor exceeds Twenty-Five Thousand Dollars (\$25,000), shall be advertised to all able applicants and be let by competitive bid and awarded the lowest responsible bidder.
- C. Contracts Relating to Alterations, Maintenance or Repair of District Real Property, Twenty-Five Thousand Dollars (\$25,000). Contracts for all projects for the alteration, maintenance or repair of District real property, with respect to which the cost of materials, supplies and labor will exceed Twenty-Five Thousand Dollars (\$25,000), shall be advertised to all able applicants and be let by competitive bid and awarded to the lowest responsible bidder.
- D. Purchases of Equipment Valued Over Five Thousand Dollars (\$5,000). For equipment estimated to cost more than Five Thousand Dollars (\$5,000), three quotations from different vendors will be sought, when available. Contracts for equipment costing more than \$25,000 shall be approved by the Board of Directors.
- E. Purchases of Materials and Supplies less than \$25,000. District may purchase in the open market without calling for bids, materials and supplies estimated to cost less than Twenty-Five Thousand Dollars (\$25,000) for use in work either under contract or by force account.

F. Purchases Between \$5,000 and \$25,000. For materials, supplies and/or labor estimated between the amount of Five Thousand Dollars (\$5,000) and Twenty-Five Thousand Dollars (\$25,000), three quotations from different vendors and/or contracts will be sought, when available and appropriate.

G. Exceptions to Competitive Bidding. Provisions requiring competitive bidding shall not apply to the following instances:

1. Contracts involving the acquisition of professional services of private architectural, landscape architectural, engineering, environmental, land surveying or construction project management firms.
2. Where the District's requirements can be met solely by a single patented article or process.
3. Situations where no bids have been received following bid announcements under provisions of this policy.
4. When a purchase involves goods of a technical nature, where it would difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features that most closely meet the District's need at the least cost.
5. When another public agency (district, city, county or state) has administered a competitive bid process within the past two years for the same or substantially similar supplies, services or equipment.
6. When the Board of Directors, by four-fifths vote, specifically waives the competitive bid process and authorizes staff to purchase equipment or award a contract due to extraordinary circumstances.
7. Any request for an exception or waiver under this section shall include the nature of the contract, amount of the contract, and the fully documented reasons why competitive bidding is not feasible.
8. The District Administrator may authorize the purchase of materials, supplies, equipment and services where an emergency is deemed to exist and it is determined that service involving public health, safety or welfare would be interrupted if the normal procedures were followed. All emergency purchases which would otherwise require formal bidding shall be submitted to the Board of Directors for ratification at the next Board meeting after the purchase is allowed.

All contracts exceeding Twenty-Five Thousand Dollard (\$25,000) must be executed by the District Administrator or in his absence, the Administrative Services Manager.

H. Bidding Procedures and Requirements. All contracts for the furnishing of materials or supplies not related to new construction or the alteration, maintenance or repair of District real property, which exceed Twenty-Five

Thousand Dollars (\$25,000); all contracts for new construction of public improvements to District real property with respect to which the cost of materials, supplies and labor exceeds Twenty-Five Thousand Dollars (\$25,000); all contracts relating to alteration, maintenance or repair of District real property with respect to which the cost for materials, supplies and labor will exceed Twenty-Five Thousand Dollars (\$25,000) shall be subject to the following bidding procedures and requirements:

1. **Public notice.** Public notice of the invitation for sealed, written bids shall be given by the purchasing agent at least one week prior to the date specified for the opening of bids. Such notice shall include publication at least once in a newspaper of general circulation within the District's boundaries. This notice shall state the place, date and time of bid opening and shall distinctly state the work to be done.
2. **Invitation for bids.** An invitation for bids shall be issued to vendors who request such and shall include specifications and all contractual terms and conditions applicable to the procurement. Prior to the invitation for bid, the requisition officer or employee may contact prospective vendors to obtain specific product or service information, produce demonstration, evaluation, testing, etc.
3. **Vendor's list.** The purchasing agent shall also issue invitations for bids to responsible prospective bidders whose names are on the Districts' current vendor's list for the required commodity or service.
4. **Bid acceptance and evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized elsewhere in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs.
5. **Correction or withdrawal of bid-cancellation of awards.** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based upon such mistakes, may be permitted where appropriate. Prior to bid opening, the bidder may modify or withdraw a bid by written or telegraphic notice, providing it is received by the District prior to the time of the bid opening. After bid opening, corrections in bids or withdrawals of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that the bidder made a material mistake of fact that is evident on the face of the bid. Decisions to permit correction or withdrawal of bids, or to cancel awards or contracts based on bid mistake shall be supported by a written recommendation made by the purchasing agent and approved by the District Board.

6. Awards. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible bidder whose bid meets the requirements and specifications set forth in the invitation for bids.
7. Bidder's security. When the purchasing agent deems it necessary, a bidder's security may be required and prescribed in the public notices inviting bids for contracts or purchases. Bidders shall be entitled to the return of the security, provided the successful bidder forfeits his or her security by refusal or failure to execute the contract within ten days after the notice of the award of the contract or purchase order has been mailed, unless the District is responsible for the delay as determined by the purchasing agent.
8. Performance bond. The District shall have authority at any time to require a performance bond in an amount determined necessary by the purchasing agent, in order to protect the interest of the District.

I. Lowest Responsible Bidder or Quotation. In addition to price, in determining the lowest responsible bidder or quotation, consideration will be given to quality and performance provided by a contractor or seller. Criteria to assist in determining the lowest responsible bidder or quotation shall include, but not be limited to, the following:

1. The ability, capacity and skill of the vendor to perform work or provide the supplies, services, materials or equipment required.
2. The ability of the vendor to provide the supplies, materials, equipment or services promptly, or within a time specified, without delay or interference.
3. The documented character, integrity, reputation, judgment, experience and efficiency of the vendor;
4. The quality of the vendor's performance on previous purchase or contract with the District; and
5. The ability of the vendor to provide future maintenance, repairs, parts and services for the use of the materials, equipment or supplies purchased or contracted for.

J. Rejection of Bids; No Bids. Notwithstanding anything herein, the District Board may reject all bids on construction matters and may:

1. Abandon the project or re-advertise it for additional bids; or
2. By a four-fifths vote, elect to purchase the materials or supplies on the open market; or
3. By a four-fifths vote, elect to construct the building, structure or improvement or have the project completed by District employees by force account.

If no sealed bids or proposals are received, the Board of Directors may authorize the project to be completed by District employees by force account or through negotiation without further compliance with this policy.

- K.** Specifications for Bid by Brand Name or “Equal”. Neither the District nor any public officer or person in charge with the letting of contracts for the construction, alteration or repair of public works shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration or repair of public works, (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, calling for a designated material, product, thing or service by specific brand or trade name, unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words “or equal”, so that bidders may furnish any equal material, product, thing or service. In applying this section, the specifying agent shall, if aware of an equal product manufactured in California, name such product in the specification. In those cases, involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the specifying agency, it may list only one. Specifications shall provide a period of time of at least 35 days after award of the contract for submission of data substantiating a request for a substitution of “an equal” item.

This section shall not be applicable if the District Board, by resolution, makes a finding which is included in the specifications that a particular material, product, thing or service is designated by specific brand or trade name, in order that a field test or experiment may be made to determine the product’s suitability for future use. (Public Contracts Code Section 3400)

- L.** Splitting contract prohibited. Contract or purchase order requirements shall not be artificially divided or split as so to constitute a small purchase or to avoid complying with any other provisions set forth in District policy.
- M.** Construction Change Orders. The District Administrator is authorized to approve all necessary construction change orders on behalf of the District.
- N.** State Law Controls. Any rule, policy or procedure set forth herein, which is contrary to or in conflict with the laws of the State of California applicable to the Auburn Area Recreation & Park District and governing the letting of contracts of purchase of material, supplies, labor or equipment, shall be void.
- O.** Project Contingency. Requests and recommendations for project contingency shall be limited to 5% of the contract total.

V. Policy on Authorization for Legal Services

District Counsel is the Legal Counsel for the District and receives its direction from the District Administrator, the majority of the Board, or from the Chair or representative of the Board as delegated, or as determined by policy or regulation. Legal Counsel should only be used as absolutely necessary, to protect the best interest of the District.

- A. General Policy on Legal Counsel Contact. Items pertaining to regular District business shall be directed to the District Administrator. If it is determined legal attention may be required, the item should be forwarded to Counsel for initial review and direction. The District Administrator may approve \$1000 per issue. Items that may result in potential or anticipated litigation, or continue to exceed the Administrator's limits, shall be brought to the attention of the Board for consultation and direction. For emergency purposes the Board Chair can consult and give direction.
- B. Board Chair Contact. The Board Chair is allowed up to two hours per month for consultation with Legal Counsel. Additional expenditures will require Board approval/direction. If necessary, this approval can be received by Counsel or the District Administrator as provided in the California Government Code.
- C. Board Member Contact. Remaining Board Members are allowed to contact Legal Counsel for up to a fifteen-minute period, or contracted minimum time should that exceed the fifteen minutes. If additional time is required, the Board Chair or District Administrator may approve up to 45 additional minutes. Additional expenses will require Board direction.
- D. Policy to Re-Address Performance of Legal Counsel. The District will re-address performance of the contracted Legal Counsel every two years. If services and fees are not found to be in accordance with the Legal Services Agreement as signed by the District Administrator and Legal Counsel, the District may seek new counsel.

VI. District Vehicles, Mileage and Transportation

- A. Operation of District Vehicles. Authorized persons who operate a District Vehicle must submit proof of a valid Driver's License to the Administration Department. All drivers will practice defensive driving practices, and drivers and passengers will use seat belts when operating vehicles. Current insurance and vehicle registration information will be maintained in the glove box of all District vehicles.

District vehicles are provided for the purpose of conducting District-related business. Outside of an employee's normal course of business, the use of vehicles for personal business is prohibited. The District will allow employees to use District vehicles on their lunch break provided the employee is at a location away from their regular work place. All District vehicles will be properly identified.

Employees involved in any District vehicular accident must follow all insurance guidelines and report the incident immediately to their Department Manager and/or the proper authorities as warranted.

- B. Mileage Allowance for Personal Vehicles. The District will reimburse employees authorized to use personal vehicles for District business at the allowable limit (per mile) approved by the Internal Revenue Service. Employees may use the District's gas credit card with prior approval of the District Administrator for District-related business.

- C. Travel Requirements by School Bus or Private Carrier. In activities in which a school bus or other private carrier are used to transport program participants, all participants are required to ride the designated vehicle(s) to the event. All participants may, however, travel by private car if written permission from the parent/guardian is received in advance of the activity by the District's representative in charge.

VII. Accidents and Claims

- A. Reporting of Accidents. All accidents or injuries, employee or public, which occur on Park District property or in District sponsored programs will be thoroughly documented by District Staff, submitted to the designated employee and, if appropriate, reported to the District's Worker's Compensation or general liability insurance carrier. Accidents are to be reported to the District Office within 24 hours of occurrence.
- B. District Policy for Handling Claims Against the District. All claims will be directed to the District Administrator to handle pursuant to California Association for Park and Recreation Insurance (CAPRI) guidelines. Any claim under \$5,000 will be handled by the District Administrator and sent to the Consent Calendar at the next available Board meeting. Claims without a dollar amount will be handled per CAPRI guidelines.

VIII. District Operating Hours

District operating hours will be established by the District Administrator.

IX. Payment of Services Policies

- A. Types of Payment Accepted. Payment for services may be made by cash (U.S. Currency), traveler's checks, money orders, personal or business checks (local), or credit card. Out-of-State checks will not be accepted.
- B. Fees and damages for returned checks and late payments. Fees and/or damages may be assessed for returned checks and late payments. The District will charge a 1 ½ % per month late fee on all accounts receivable paid 30 days or more after the due date, assessed on a daily basis. The District may file charges against payer to collect payment as allowed by law. The District may elect to not honor future checks from individuals or organizations that have issued returned checks.
- C. ARD Recreation Services Refund Policy. Full refunds will be issued only if ARD cancels a class or activity. Full credit on account (good towards another ARD class, program or activity) will be given on customer cancellations received 72 hours prior to the first class. Failure to attend a class or "no shows" will not be granted a credit. Credits are good for one year from the date of issuance. If you are not satisfied with any of our programs, please contact the program supervisor. All refunds will come in the form of a check.

Please allow 3 – 4 weeks processing time on all refunds.

1. Manager/Supervisors refund parameters.
 - a. Refunds can be issued due to injury to the participant or any emergency that prevents the customer from attending a class or program.
 - b. Refunds can be issued for pre-approved occurrences (ex: ARD-YDL player makes school team.)
 - c. Refunds can be issued to customers who volunteer time for a class, program, activity or sport. This needs to be pre-approved by the manager/supervisor.
 - d. Refunds can be issued when a customer is dissatisfied with a class, league or program. Before a refund of this nature can be made, the manager must thoroughly investigate the circumstances surrounding the issues and problems, including corroboration from the instructor, to determine if a refund is warranted.
 - e. Managers/Supervisors are to make refund recommendations to the District Administrator. The District Administrator must approve all refund requests.
 - f. All refund requests must be made in the form of a written request to the District Administrator.

D. ARD Youth Services Refund Policy Regarding Refunds/credits/day changes.

1. ARD Day Camp
 - a. All requests for refunds, credits or day changes must be made in writing and must go through the day camp director or Youth Services Manager. Credits are good for one year from the date of issuance.
 - b. In order to receive full refunds or credits, or to move days that are already paid, 14 days' notice is due on any changes to the contracted schedule. Failure to give at least 14 days' notice will result in the parent/guardian/client being required to pay for the contracted days(s) even if their child(ren) do(es) not attend. This includes field trips.
 - c. If 14 days' notice is not given, days may not be moved and no refunds or credits will be issued except for illness with a doctor's note citing the specific dates a child may not attend. This includes field trips. ARD does not offer make-up dates for classes or swim lessons missed due to field trips.
 - d. There is no refund for other ARD classes, camps or swim lessons missed due to field trips or events, nor does ARD offer a part-time

discount to participants of these activities other than the half day rate at the session times offered.

- e. ARD does not extend credits/refunds/day changes for students who are suspended from the program for any reason.
- f. ARD offers credits (not refunds) for days paid in the event of an unexpected day camp closure due to acts of nature or other circumstances beyond our control.
- g. ARD may offer refunds if a Federal, State or local emergency is declared. If the totality of refunds exceeds \$25,000, the District Administrator will obtain approval of the Board.
- h. Payments on account will be accepted from subsidy groups who contract with ARD to provide care for approved campers.
- i. The ARD Youth Services Manager may recommend refunds based on hardships or other extenuating circumstances. Before a refund of this nature can be made, the manager must thoroughly investigate the circumstances surrounding the issue(s) to determine if a refund is warranted. The Youth Services Manager will make these refund recommendations to the District Administrator, who will approve or deny all request.
- j. In the event of power outages with poor air quality and/or temperatures above 90 degrees, we will only offer the morning session until 12:30 and close for the afternoon. Credits, not refunds, will be offered at that time.

2. ARD Discovery Club

- a. Days must be contracted and paid in advance and may not be changed or moved once payment is received. 14 days' notice is due on any changes to the contracted schedule. Failure to give at least 14 days' notice will result in the parent/guardian/client being required to pay for the contracted days(s) even if their child(ren) do(es) not attend.
- b. No credits or refunds for unused days except in the event of an illness with a doctor's note stating specific dates that a child may not attend.
- c. ARD may offer refunds if a Federal, State or local emergency is declared. If the totality of refunds exceeds \$25,000, the District Administrator will obtain approval of the Board.
- d. Discovery Club does not operate on the school's late starts, early dismissals or school closures due to severe weather, now days, power outages, or other circumstances beyond the program's control. There are no credits or refunds for those days.

- e. Payments on account will be accepted from subsidy groups who contract with ARD to provide care for approved students.
- f. All credits through CivicRec must be authorized by the Youth Services manager. All refunds must be authorized by the Youth Services Manager, processed by Customer Service and documents forwarded to accounting.
- g. The ARD Youth Services Manager may recommend refunds based on hardships or other extenuating circumstances. Before a refund of this nature can be made, the manager must thoroughly investigate the circumstances surrounding the issues(s) to determine if a refund is warranted. The Youth Services Manager will make these refund recommendations to the District Administrator, who will approve or deny all request.

3. ARD KinderReady Preschool

- a. If class is cancelled due to circumstances beyond the program's control, credit (not refunds) will be issued. Otherwise, no credits or refunds are given for absences.
- b. ARD may offer refunds if a Federal, State or local emergency is declared. If the totality of refunds exceeds \$25,000, the District Administrator will obtain approval of the Board.
- c. If a family needs to leave the program, they are required to give a 30-day notice.
- d. Payments on account will be accepted from subsidy groups who contract with ARD to provide care for approved students.
- e. The ARD Youth Services Manager may recommend refunds based on hardships or other extenuating circumstances. Before a refund of this nature can be made, the manager must thoroughly investigate the circumstances surrounding the issues(s) to determine if a refund is warranted. The Youth Services Manager will make these refund recommendations to the District Administrator, who will approve or deny all request.

E. ARD Reservation Refund Policy. Cancellations of reservations will be subject to the following conditions and fees:

- 1. Cancellations or changes in a reservation made with at least 60 days notice will be offered a full refund or credit on account.
- 2. Cancellations or changes in a reservation made with 14 – 59 days' notice will be offered a full credit on account.
- 3. Cancellations or changes in a reservation made with less than 14 days' notice will be subject to a 50% cancellation fee. The remaining balance will be credited on account.
- 4. Credits are good for one year from the date of issuance.

Customer Service Manager refund parameters.

1. Refunds or credits on account can be issued for a legitimate emergency that prevents the customer from using the reservation. The customer must provide some form of proof and/or a written statement to the Customer Service Manager as to the circumstances surrounding the missed reservation.
2. The Customer Service Manager must then make a recommendation to the District Administrator for a refund/credit on account. The District Administrator must approve all refunds/credits on account.
3. The costs for staff time, equipment or supplies that were incurred as the result of a late cancellation cannot be refunded.

X. Program Policies

- A. Class/Program Fees.** Fee splits between the District and Independent Contractor will vary depending upon class or program type, location and executed contract between the parties and District Administrator. The percentage of program fees received by the District shall be no less than 20% and no greater than 50% of the total program fees. The District Administrator or his/her designee may, under special circumstances, adjust the percentage higher or lower. Special circumstances may include a special, one-time program, a program that is beneficial to community safety (lifeguard training, CPR) or a startup class that needs incentive to get started.

In general, most classes will operate under a 65/35 split. Circumstances in which this split may be different include classes that happen off District property (i.e. golf) or programs in which the Independent Contractor provides a higher level of administrative support (i.e., promotional mailings to residents).

Fees for classes, programs, leagues and camps will range from \$3 to \$250/hour, depending on the class length, equipment and supply costs, instructor split and other mitigating circumstances.

- B. Resident Discounts.** It shall be the policy of the Board that residents of the Auburn Area Recreation and Park District will receive a 15% discount on all classes, programs, camps and leagues, with the noted exceptions below. This discount shall be a minimum of \$5 and a maximum of \$10 and will be rounded to the nearest dollar when applied.

Resident discounts will not be assessed on the following:

- Events: this includes vendor fees
- Races
- Tournaments
- Pool entry fees
- Youth Services Day Camp and Discovery Club programs
- Individuals in Adult Sports Leagues
- Any person using ARD Youth Assistance Funding

XI. ARD Athletic Code of Conduct

The following “Athletic Code of Conduct” has been adopted by Auburn Recreation District. These rules of conduct will be strictly enforced. These Codes of Conduct are guidelines by which the Auburn Recreation District staff makes and determines its judgments. Penalties for violations may range from the minimum to maximum, or as deemed necessary by the Auburn Recreation District, depending on an individual’s prior violations, the degree of the violation and the circumstances surrounding the incident in which the violation occurred. An official’s recommendation for suspension (and its length) will be strongly considered. Any referee, umpire, tournament/league director, or ARD staff member shall be considered an “official”. Individuals are to abide by the following code of conduct before, during, and after any and all athletic events held by the District or on Auburn Recreation District property. ARD will allow outside leagues to enforce any penalty deemed appropriate; however, it reserves the right to enforce penalties listed below in lieu and/or in addition to any penalties handed down by league.

1. NO INDIVIDUAL SHALL: At any time use a part of the body to shove, strike, lay a hand upon, or threaten an official, player, spectator or ARD staff member. Officials are required to direct the immediate removal of the individual from the park facility and report such individual to the League Director and Recreation Supervisor. Such individual shall remain suspended until his/her case has been considered for eligibility and reinstatement. Official may file charges with the appropriate law enforcement agency.

MINIMUM PENALTY: Suspension from two (2) league games/matches and placed on probation for remainder of season.

MAXIMUM PENALTY: Suspension for ten years.

2. NO INDIVIDUAL SHALL: Refuse to abide by official’s decision or be guilty of using unnecessarily rough tactics in the play of the game against the body or person of an opposing player. Officials are required to direct the immediate removal of the individual from the park facility and report such individual to the League Director and Recreation Supervisor. Such individual shall remain suspended until his/her case has been considered for eligibility and reinstatement.

MINIMUM PENALTY: Placed on probation for the remainder of season.

MAXIMUM PENALTY: Suspension from two (2) league games/matches, and placed on probation for remainder of season.

3. NO INDIVIDUAL SHALL: Be guilty of objectionable demonstrations of dissent of official’s decision including, but not limited to (kicking dirt on official, using inappropriate body gestures, etc.) or discuss with an official, in any manner, the decision reached by such official. Managers are allowed to discuss rule interpretations ONLY after asking for “time” and it being granted by the official.

MINIMUM PENALTY: Warning by the officials.

MAXIMUM PENALTY: Suspension from two (2) league games/matches, and placed on probation for remainder of season.

4. **NO INDIVIDUAL SHALL:** Be guilty of physical attack, if contact or no contact is made, as an aggressor upon any player, official, spectator or ARD staff member. Officials are required to direct the immediate removal of the individual from the park facility and report such individual to the League Director and Recreation Supervisor. The individual shall remain suspended until his/her case has been considered for eligibility and reinstatement to the league. Charges may be filed with the appropriate law enforcement agency.

MINIMUM PENALTY: Suspension from two (2) league games/matches and placed on probation for remainder of the season for an attack.

MAXIMUM PENALTY: Suspension for ten years.

5. **NO INDIVIDUAL SHALL:** Be guilty of an abusive verbal attack upon any player, official or spectator or appear upon the field of play or participate as a spectator while intoxicated or under the influence of drugs. Officials are required to direct the immediate removal of the individual from the park facility and report such individual to the League Director and Recreation Supervisor. Should the verbal attack occur either before or after the individual's game, or from within the spectator area, said individual will still be reported to the Recreation Supervisor, with the possible suspension being the result of the individual's actions. Individuals shall remain suspended until his/her case has been considered for eligibility and reinstatement.

MINIMUM PENALTY: Suspension from two (2) league games/matches and placed on probation for the remainder of the season.

MAXIMUM PENALTY: Suspension for remainder of the season.

6. **NO INDIVIDUAL SHALL:** Be guilty of gambling upon any play or the outcome of games/matches with any spectator/player or opponent. Officials are required to report of this rule to the League Director and Recreation Supervisor.

MINIMUM PENALTY: Placed on probation for the remainder of the season.

MAXIMUM PENALTY: Suspension for remainder of the season.

7. **NO PLAYER or MANAGER SHALL:** Smoke while coming off or going on the field of play. This includes all indoor facilities and school sites.

MINIMUM PENALTY: Warning from officials.

MAXIMUM PENALTY: Removal from the game/match.

8. **NO PLAYER SHALL:** Participate in any ARD adult sports program without having first read and signed a team roster/agreement, waiver, and release.

MINIMUM PENALTY: Suspension for the remainder of the season.

MAXIMUM PENALTY: Suspension from all adult sports programs for one (1) full year and placed on probation for five years.

9. **NO PLAYER SHALL:** Play on two (2) different teams in the same league/program during the same season (except adult softball – see ARD softball rules).

MINIMUM PENALTY: Suspension for the remainder of the season.

MAXIMUM PENALTY: Suspension from all adult sports programs for one (1) full year and placed on probation for five years.

10. **NO PLAYER or MANAGER SHALL:** Play under another individual's name or a fictitious name or falsify residency on any ARD player roster. If a player does not live, own property, or own a business within the Auburn Recreation District boundaries, he/she is an out-of-district resident and must register/be registered as such at the specified time, according to the registration procedure for each adult.

MINIMUM PENALTY: Player will be suspended for the remainder of the season. Team and manager are placed on probation for the rest of the season.

MAXIMUM PENALTY: Player will be suspended from all adult sport programs for one (1) full year and will be placed on probation for five years. Team may be ineligible for playoffs and championship. All games may be considered a forfeit. Team and manager will be suspended from all adult sport programs for one (1) full year and will be placed on probation for five years.

11. **OFFICIALS:** Officials are also expected to treat the participants with respect and professionalism. All Auburn Recreation District athletic events will be officiated by qualified officials and said officials would be subject to review during performance evaluations.

12. **APPEALS:** Participants wishing to appeal a suspension handed down by the Auburn Recreation District may do so in writing. Appeals should be addressed to the Recreation Supervisor in charge of the program. The Recreation Supervisor will then create an appellate board made up of, but not limited to, Recreation Supervisor, Administration Supervisor, and a neutral player representative. The suspension will remain in place until the case has been reviewed by the appellate board. All efforts will be made to reach a decision within two business days of receipt of the appeals. The appellate board's decision will be final.

XII. Sponsorship Signs

A. **Sponsorship Signs.** Any local organization wishing to place sponsorship signs on ARD facilities must conform to requirements of ARD Ordinance 1. W.

In addition, any signs to be placed on athletic fields must be placed in a manner to be considered safe and appropriate by the district Administrator or designee. Sponsorship signs may be placed at any other ARD facilities.

XIII. Fundraising and Donations

A. Fundraising

All proposed fundraisers and fundraising must be reviewed and approved by the District Administrator prior to a commitment of District resources.

B. Auburn Area Recreation & Park District Youth Assistance Fund (Scholarship)

The Auburn Area Recreation and Park District wants every child to have an opportunity to participate in its various recreational programs. In an effort to provide affordable programming, the District has established a Youth Assistance Fund to provide scholarships to assist lower income individuals and families. Income qualifications will be based on 75% of the Placer County Office of Education (PCOE) Schedule of Income Ceilings for Child Care and Development Programs. All requests for the Youth Assistance Fund Scholarship need to be accompanied by proof of income. This information will be kept confidential. The Youth Assistance Fund Scholarship is designed for participation in District recreation programs only; it cannot be used for Youth Services programs such as Discovery Club or Day Camp. All donations will be put in a single account wherein District applicants may receive up to \$150 per activity per child and Out-of-District applicants may receive up to 70% of aid. Requests for aid will be awarded based on the availability of funds. The maximum use for the scholarship is up to three scholarships per child, per year (once per child per activity guide). Foster children may receive funds once their status as a foster child has been established.

The money received from vending machine profits from the Recreation Park vending machine will be used to fund the Youth Assistance Fund.

The Recreation Services Manager will determine exceptional needs for Youth Assistance funding and bring it to the attention of the District Administrator and Administrative Services Manager for consideration.

C. Policy on Charitable Donations from ARD to Outside Organizations

ARD may, from time to time, consider making donations to charitable entities or outside agencies. These donations must fall within ARD's specifically enumerated powers (Parks and Recreation) and must meet one of the following three criteria:

1. The charity/agency must provide a service that complements or enhances services provided by ARD.
2. There is an identifiable secondary benefit to ARD.
3. The charity/agency provides a service that ARD could provide but chooses not to.

Should a donation request meet one of the criteria listed above, staff will forward the request to the ARD Policy Committee for consideration and recommendation.

If the Policy Committee recommends approval of the donation request, it will be sent to the ARD Board of Directors for approval as a consent calendar item.

XIV. Policy on Memorandums of Understanding/Agreement and Public/Private Joint Ventures/Outside Entities Building on ARD Property (hereafter referred to as “Agreements”

All Agreements must be approved by the District Administrator and/or the Board of Directors.

The Board of Directors will be notified of all Agreements.

Agreements with an estimated annual value of less than \$25,000 may be approved by the District Administrator.

Agreements with an estimated annual value of \$25,000 or more will be approved by the Board of Directors.

Agreements without a maximum 90-day termination clause will be approved by the Board of Directors.

The District Administrator may forward any Agreement to the Board of Directors for approval.

XV. Policy on Flyers/Posters

A. Flyer and poster policies

1. All flyers/posters must be approved by the District Administrator.
2. Flyers/posters cannot promote programs, etc. that are in competition with ARD programs, etc.
3. Flyers/posters can be no larger than 18” x 24” in size.
4. Flyers/posters will not be posted for programs/events in which the promoter or organization owes ARD money.
5. Flyers must look professional.
6. Flyers can only be posted for 30 days.

XVI. Naming Public Facilities

During the master-planning phase and/or prior to Board approving final plans and specifications on any park or public building, an open period of approximately two weeks will be announced giving individuals, staff and the Board an opportunity to suggest names for the facility.

A press release will be sent out notifying the public, and interested individuals could submit the appropriate form giving staff some information regarding the suggested name. Names should be submitted to the District Administrator.

Staff, along with an established committee or selection committee, will review all names and prioritize and recommend a name for finalization by the Board of Directors. The Board would receive all names submitted along with the staff/committee evaluation.

Land or gifts with deed restrictions may not follow these guidelines.

Names must be in accordance to District policy as noted.

A. Parks:

1. Name to reflect geographical location, historical references or feature of park, or significant or unusual natural features.
2. Named after a significant individual(s).

B. Buildings:

1. Name to reflect the services provided in facility.
2. Name to reflect geographical location.
3. Named after significant individual(s).

C. Criteria for naming a facility after an individual:

1. Individual must have made a significant contribution to the facility by:
 - a. Donation of land or large financial contribution to the facility.
 - b. Contributed substantially and improved the quality of life in the Auburn Area Recreation and Park District (Area 5). This could relate to involvement with parks and recreation or other public agency.
1. Each public facility or place within parks, such as ball fields, groves, walkways, trails and buildings could be named after selected individuals in their honor as desired and appropriate.

D. Criteria for creating non-living memorials in an individual's name:

1. The memorial should be a non-living, low maintenance improvement, which should serve a purpose to the District, for example, a bench with a plaque. All costs of the improvement shall be the responsibility of the donor. The donor may submit information and recommendation to the District Administrator regarding relevant history of the person to be memorialized, type of improvement desired and verbiage requested. Final decisions regarding the improvement, including, but not limited to, materials, equipment, location and labor will be made by the District.

E. Criteria for Memorial Tree plantings

1. Memorial Trees may be planted in District Parks as approved by the District. A plaque no larger than 5” x 7” can be requested to be placed by the base of a memorial tree on a case-by-case basis. All costs for the tree planting, including a plaque, shall be the responsibility of the donor. Final decisions regarding the tree species, location and labor will be made by the District.

XVII. ARD Project Notification Policy

In an effort to keep the public informed about upcoming projects, the Auburn Area Recreation and Park District has adopted the following policies regarding notification.

- A. Project definition: any new park or facility, any proposed project that will significantly alter the appearance of that park or facility, or alter the existing use of an existing facility.
- B. Every project will be evaluated on its impacts to community, park and other features in the park. Notifications will be appropriately made based on this evaluation.
- C. Notification may take many different forms, including, but not limited to, the following:
 1. Project sign: The sign should be posted after conceptual work on the project has been done. This would generally allow for the sign to be posted for at least one month prior to any Board votes. All signs shall contain a brief description of the project, bullet points of details regarding the project, when the Board plans to vote on the project and who to contact about the project.
 2. Mailings: Mailings regarding projects may be sent to residents. The radius of the mailings will be dependent on the size and scope of the project.
 3. Press Release: A press release may be sent out regarding upcoming projects. Press releases should be sent to all local news media.
 4. Electronic/digital notification: Information on ARD projects may be provided in an electronic format, including but not limited to the ARD website, E-blasts, and/or social media.

XVIII. Flag Policy

The United States Flag and the California State Flag will be flown at 123 Recreation Drive and 471 Maidu Drive, Auburn, California. Whenever possible, the flags will be flown Monday through Friday during normal business hours. The District will follow all federal observances and mandates when issued. The flags may be flown at other District facilities.

XIX. Definition of Passive and Active Recreation

Passive Recreation: Activities and facility use that does not significantly impact natural values and in general works cooperatively with the natural settings of facilities, parks and open spaces. Examples of passive recreation include walking, bird watching, picnicking, card playing and fly tying.

Active Recreation: Activities and facility use that may have a significant impact on natural values and generally requires a constructed facility and organized activity. Examples of active recreation include sports activities, field sports, public swimming, and playground use.

XX. Surveys

All surveys sent to the public should be made available to the Board of Directors, with a five-day response time, for review and input before the survey is sent. The survey will be sent to the full Board for review and approval should a Director make such a request.

For the purpose of this policy, a survey is any document mailed or included in the District Activity Guide wherein the recipient is asked to respond to questions regarding an issue pertaining to the District or its activities. The following documents are not considered a survey for the purposes of this policy:

- A. A survey of specific program participants (example: A survey sent to all ARD/YDL youth basketball coaches asking them to provide feedback on the success of the program).
- B. Informal surveys of users asking for objective information such as meeting start times or locations.
- C. Informal “straw surveys” taken at a public meeting.

XXI. Use of Outdoor Fields and Facilities

- A. Field use policies for private renters:
 - 1. All renters must adhere to the Field Availability Policy.
 - 2. The District reserves the right to cancel any event with or without advance notice. District functions take priority in all cases. Renter will schedule fields from the master schedule with the Customer Service Office.
 - 3. Fields will be assigned on a first come, first served basis, except for historic/regular User Groups (ex. Little League use of baseball fields in the spring).
 - 4. A renter may contract with the District to prepare fields for an event for additional fees, to be paid in full prior to field preparation.

5. Fields are expected to be left in the same condition that they were found in. A fee for additional maintenance work required by the District to bring the field(s) back to acceptable playing condition may be charged to the responsible party. Future reservations will not be permitted until this fee is paid. Deposits may be required.
6. The District reserves the right to deny any rental request for the use of fields. Complaints or problems related to a specific customer's use will be taken into consideration when a rental application is submitted for use of fields.
7. Rained out reservations may be rescheduled or fees refunded if requested the first working day after the rain out.
8. A strict 11:00 curfew will be enforced for all week night and weekend play, unless prior authorization is obtained by Special Permit.
9. No person or commercial enterprise may use a District park or facility for financial gain unless authorized by Special Permit or they are running a District sanctioned class or activity. Associated rental fees may be charged.

B. Field Use Policies for User Groups:

1. A User Group is defined as an organization that regularly rents fields or facilities from the District. Generally, all youth sports organizations are considered User Groups.
2. All User Groups must adhere to the field availability policy detailed in section C.
3. User Groups will prepare a schedule at least two months in advance and submit to the Customer Service/Marketing Manager.
4. A User Group may contact with the District to prepare fields for an event for additional fees, to be paid in full prior to field preparation.
5. The District reserves the right to deny any rental request for the use of fields. Complaints or problems related to a specific User Group will be taken into consideration when a rental application is submitted for use of fields.
6. Rained out reservations may be rescheduled or fees refunded if requested the first working day after the rain out.
7. A strict 11:00 curfew will be enforced for all week night and weekend play, unless prior authorization is obtained by Special Permit.
8. No food or beverages may be sold at any field without a special use permit or contract, and must meet all state, county and local ordinances and regulations.

9. Parking is allowed only in designated areas.
10. No public-address systems or other amplification units will be allowed, unless first approved through a Special Permit. All such approvals must adhere to ARD Ordinance # 1 G.
11. No person shall willfully make or continue a loud, unnecessary, or unusual noise or indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane or indecent language within a park in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of reasonable persons of normal sensitivity who are lawfully present in the park or on nearby properties.
12. Renters will be required to compensate the District for any damage to fields or equipment that may occur during the renter's period of use.

C. Field Availability Policy:

The Auburn Area Recreation and Park District has established a three-level code system to indicate the availability of a field for use by a user group or renter.

The three codes are as follows:

RED – Signified that the field is not available for use. Any violation of this code will result in the user group or renter being financially responsible for damage caused to the field. The user group will be responsible for payment of any rental fees for the use of the field and/or fines levied by ARD. The user group or renter assumes all liability for injuries that occur due to field conditions.

YELLOW – ARD cautions against use of the field. The field has not been prepared for use; however, the user group may use the field at its own discretion. The user group or renter assumes all liability for injuries that occur due to field conditions. The user group or renter is responsible for improving and preparing the field to acceptable standards for its own use. The user group or renter will be financially responsible for any damage to the field and rental fees associated with the field.

GREEN – The field is available for public or reserved use for their designated purpose.

The Auburn Area Recreation and Park District will update the “Rain-out-line” (530) 885-8461 Ext. 454 by 11:00 a.m. each day. ARD will make periodic updates throughout the day when applicable.

Signs with the field use policy displayed on them will be posted at all ARD fields.

D. Field Fees & Proceedings:

1. Fees: Refer to established Schedule of Fees as approved by Board of Directors.

2. Procedure:
 - a. Reservation of fields may be made up to 1 (one) year in advance.
 - b. Fields are available for single use rentals for a minimum rental time of two hours.

- E.** Facility & Field Rental Fees. All fees are payable in full at the time of the reservation. No permit will be issued to rent District facilities and/or fields until all outstanding bills are paid in full or payment arrangements are made with written approval of the District Administrator or designee.

For any season, User Groups must pay in advance according to their submitted reservation schedule for the entire season. Payment arrangements may be made with prior written approval of the District Administrator or designee to issue the permit for the season with an agreed upon payment schedule. In all cases, full payment must be made by the start of the User Group's season. If payment is not received by the due date, the District has the right to revoke the existing permit. In the event of potential revocation, a written notice will be sent to the contact person of record with the District. The District will charge a 1 ½ % per month late fee on all accounts receivable paid 30 days or more after the due date, assessed on a daily basis.

- F.** Fishing: The District specifically designates and allows fishing, angling and/or fishing with a hook and line at the following locations:

1. Regional Park pond
2. Rock Creek (section through Regional Park)
3. Meadow Vista Park pond
4. Railhead Park pond
5. Ashford Park pond
6. Atwood Preserve Pond

Anglers must obey all appropriate laws, rules and regulations.

Special events at these locations may be authorized upon the receipt of a Special Permit.

- G.** Drone, Model Airplane and Rocket Flying: The District specifically designates and authorizes the safe flying of model airplanes and rockets at the following locations:

1. Regional Park – “C” field
2. Recreation Park – James field
3. Railhead Park – Fields A and B
4. Meadow Vista Park – upper soccer field
5. Sugar Pine Ridge – (Winchester) Park – soccer/baseball field

Model rockets may not be used in District parks anytime during fire season as declared by the California Department of Forestry and Fire Protection (CAL FIRE).

Members of the public wishing to fly drones, model airplanes and rockets may not cause a hazard to or endanger park users, animals or property. All federal, state and other local laws and ordinances must be adhered to.

The locations listed above may not be used for drone, model airplane and rocket flying if the fields or areas are already being used or will be used by a user group with a reservation.

XXII. Policy on Safety Equipment Worn at all ARD Facilities by Participants

Auburn Area Recreation and Park District encourages and requires that proper safety equipment be worn as required by law, local ordinances, District Ordinance # 1 J., District Policy, or recommended by industry standards for all sports and activities as well as demonstrations or exhibitions on any Auburn Area Recreation and Park District facility. Failure to comply may result in removal from the premises or facility, suspension, expulsion, fines or citations.

XXIII. Out of District Facility Use

In the case where out of District groups want to rent facilities on an ongoing basis (pool, gyms, fields) the fee would be the cost of rental of the facility plus 10% of the total.

Example: Colfax High School wants to rent the pool for swim teams. The actual cost to the District for their percentage of use time is \$8,849.00. The Out of District fee assessment would be \$885.00.

XXIV. Use of Picnic Facilities

- A.** Individual picnic tables and group areas that have not been reserved two (2) weeks in advance will be available on a first come, first served basis.
- B.** No group picnic areas can be reserved outside the hours of (8:00) A.M. to sunset, unless authorization is obtained from the District Administrator.
- C.** Amplified music is allowed with a permit. Only hand-held portable audio devices are allowed for picnic unit rentals unless a special permit has been obtained.
- D.** Most glass containers are not allowed, per ARD Ordinance # 1 Z.
- E.** All contracts for the use of picnic facilities will be restricted to responsible and recognized organizations, groups or individuals, ages 18 and over.
- F.** Alcoholic beverages may be served at picnic facilities as approved by a special use permit. Alcoholic beverages may be sold only as allowed in accordance with a special use permit and state and local laws. In the event that alcohol is to be served or sold, the responsible party agrees to comply with all state and local laws regarding “the sale and consumption of alcoholic beverages” (refer to Alcoholic Beverages Control, Sacramento).
- G.** Parking is allowed only in designated areas.

H. Fees/Cancellation:

1. All fees will be established by the Board and listed in the Schedule of Fees.
2. All fees are payable in full at the time of reservation.
3. A damage/clean-up deposit may also be assessed.

The renter may initiate cancellation prior to the event, although a cancellation fee will be levied. See Schedule of Fees and Rental Agreement.

XXV. Use of Indoor Facilities

A. The Community Centers and other indoor facilities may be used by residents and organizations within District boundaries. Out-of-District organizations and/or individuals will pay surcharges as established in the Schedule of Fees by the Board of Directors.

B. Organized groups sponsored or co-sponsored by this District will have first priority in the use of a center or facility.

C. Conditions of Rental:

1. No food or beverages may be sold at any indoor facility without a special use permit or contract, and must meet all state, county and local ordinances and regulations.
2. All contracts for the use of indoor facilities will be restricted to responsible and recognized organizations, groups or individuals, ages 18 and over.
3. Applicants will satisfy the District that they will be personally responsible, that they will guarantee orderly behavior and will underwrite any and all damages due to their use of the facilities.
4. Payment for rental or use of facilities will be made at the Customer Service Office at the time the permit is issued, which shall be done within a timeframe reasonable for the District to process the permit and prepare said facility for use.
5. The District reserves the right to cancel a scheduled event prior to scheduled use without liability. Refunds will be made if cancellations are necessary.
6. No application for facility usage, other than District sponsored or co-sponsored programs, will be accepted more than twelve (12) months in advance of the date of the activity. All rental fees and damage deposits must be paid at the time the reservation is made to reserve the facility.]

7. Alcoholic Beverages. Alcoholic beverages may be served at the indoor facilities as approved by a special use permit by the District Administrator. Alcoholic beverages may be sold only as allowed in accordance with a special use permit and state and local laws.

8. Groups or individuals renting a community center room will pay for the amount of time that they are actually using or holding the facility, to include pre-activity set up and post-activity clean up.

9. Community centers will be closed at times as established in the Schedule of Fees or as granted by special permission.

10. Indoor facilities will not be available for activities or rent during District Holidays, except by a special use permit.

11. District may require renters to provide law enforcement officers and/or additional District staff.

12. Maintenance:

a. General pick-up of trash, bottles, cans, and other waste disposal will be done by the renter.

b. Any decorating materials must be cleared through the Customer Service Office. Scotch tape, thumbtacks or staples may not be used on wood paneling. Masking tape may be used. Only approved decorations may be used.

D. Use of Tables and Chairs. Folding tables and chairs used for community center rentals may not be used outside the confines of the community center and surrounding grounds without prior approval and may only be used by those renting the facility.

E. Kitchen. Renters must adhere to the following rules:

1. Groups using the kitchen will bag all trash and put it in the designated area.

2. Stoves, grills, ovens, refrigerators, sinks and countertops will be cleaned properly after use.

F. Schedule of Fees for Indoor Facilities. See Schedule of Fees established by the Board of Directors.

G. Damage Deposit. See Schedule of Fees established by the Board of Directors.

XXVI. Special Events Guidelines

A. Events with 400 + attendees will require a portable toilet. Add 1 portable toilet for every additional 200 attendees. Events with less than 400 - portable toilets will be recommended.

- B. Events over 250 attendees require a dumpster.
- C. One maintenance person required for every 500 people at an event at the current hourly rate.
- D. ARD Ordinance # 1 F. and G., concerning noise and amplified sound, must be adhered to.

XXVII. Policy Regarding Canyon View Community Center Directions & Rental Conditions

ARD employees shall not at any time give the public directions or a map to the Canyon View Community Center that directs the user/renter to drive through the adjacent neighborhood. All directions and maps shall direct user/renter to use Maidu Drive off of Auburn Folsom Road to the Canyon View Community Center (Maidu and Riverview Drive area).

XXVIII. Fee Negotiations

Fees may be negotiable for long term contracts. Contact the Customer Service/Marketing Manager for details.

XXIX. Policy & Procedures for Fee Waivers

Fee waivers may be granted to 501 c3 non-profit organizations and ARD co-sponsored events for once per year, annual events or rentals. The following rules will apply for Fee Waivers:

- A. A 30% fee, based on the current “A/B” rate, will be charged for all fee waivers.
- B. A 50% fee, based on the current “A/B” rate, will be applied to all groups that charge admission or do not meet at least one of the following criteria:
 1. The non-profit charity/agency must provide a service that complements or enhances services provided by ARD.
 2. There is an identifiable secondary benefit to ARD.
 3. The charity/agency provides a service that ARD could provide but chooses not to.
- C. ARD staff can approve fee waivers up to a dollar amount of \$2,000. Fee waivers over this amount will be sent to the Finance Committee and finally to the Consent Calendar.
- D. Fee waiver requests not in accordance with this policy can be appealed to the Board of Directors.
- E. The person or organization making the fee waiver request should be responsible for the following:

1. Paying applicable custodial, set up/take down fee.
2. Paying the alcohol fee, if applicable.
Special Events – paying the current rate per hour/person for staffing the event (one maintenance worker per 500 attendees).
3. Special Events – events over 250 attendees require a dumpster.
4. Special Events – events with 400 + attendees will require one portable toilet. Add 1 portable toilet for every 200 additional attendees.
5. Special Events – in most cases the person/organization requesting the fee waiver will take care of trash, bathrooms, etc.

XXX. Public Art Policy

All proposals for art at ARD parks and facilities will be presented to the District Administrator via the Art at ARD proposal form. The District Administrator and staff will review the proposed artwork and approve the proposal, deny the proposal or request further information. Denied proposals can be appealed to the ARD Board of Directors for review and consideration. Appeals will be made at the next available Board of Director’s meeting.

All reviews of proposed artwork should include a review by law enforcement.

A copy or photos of the approved artwork will be included in the staff report section of the ARD Board of Directors agenda packet. This information should be made available at the next available Board of Director’s meeting.

For the purposes of this policy, art or artwork refers to permanent art (given/donated or loaned) intended to enrich ARD park and facility environments for residents and visitors. Permanent as described in the policy refers to art or artwork that is meant to remain in place for a period of at least 6 months.

XXXI. Social Media Policy

The purpose of this policy is to set forth the guidelines for the utilization of social media and social network sites to further enhance communication and provide information to the public. The components of the District’s social media policy are as follows:

- A. The District shall comply with applicable federal, state, and local laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, release of public information, and privacy.
- B. Employees representing the District via social media outlets must conduct themselves at all times as representatives of the District and act professionally and within established work rules and policies. Employee postings of a personal nature on District social media sites are not allowed. Posting on District social media sites will only reflect the views of the District. Employees that fail to conduct themselves in an appropriate manner may be subject to discipline up to and including termination.
- C. Any and all information posted, or pages created, on behalf of the District must directly pertain to District business.
- D. District social media sites are subject to the California Public Records Act. Any content maintained on a District social media site that is related to District business, including a

list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure.

- E. Articles, posts and comments containing any of the following forms of content will not be allowed and will be removed as soon as possible:
1. Profane language or content.
 2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures.
 3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, sexual orientation, national origin, physical or mental disabilities or status with regard to public assistance.
 4. Sexual content or links to sexual content.
 5. Solicitations of commerce.
 6. Conduct or encouragement of illegal activity.
 7. Information that may compromise the safety or security of the public.
- F. The District reserves the right to remove content from any District social media site. Content removal must be in accordance with the Public Records Act.
- G. The District reserves the right to terminate any District social media site at any time without notice.

XXXII. Youth Sports Gender Equity Policy

It is the policy of the Auburn Area Recreation and Park District to achieve gender equity in youth sports programs that are operated on District owned or managed lands and within District facilities. It is the District's hope that all youth may aspire to and have the opportunity to participate in District sports programs that meet their interests and capabilities. In adoption of this policy, the District calls for the full cooperation of District employees in carrying out their program responsibilities to make equal opportunity one of the basic principles of youth sports. It is the policy of the District to:

- Encourage the participation of youth in sports and recreation programs and to provide opportunities to youth for recreation.
- Ensure the District is equitable in its distribution of resources for all youth.
- Ensure regular monitoring of youth sports participation rates by gender, for District residents.
- Utilize monitoring results in order to define priorities for program expansion to address under-representation in sports programs where one gender or another is not adequately represented.

The purpose of the District's youth sports gender equity plan is to:

- Have gender equitable representation in sports and recreation programs by monitoring and addressing participation.
- Ensure the District is equitable in its distribution of resources for all youth sports.

PROCEDURES

Procedures for addressing gender equitable opportunities and ensuring a climate of anti-discrimination in all your youth sports programs are stated in the Gender Equity Grievance Procedures.

XXXIII. Use of Surveillance Equipment at District Parks and Facilities

A. Surveillance Equipment Policies

The District reserves the right to install and maintain surveillance equipment, including cameras, on a temporary or permanent basis. Use of surveillance equipment will be permitted with the following conditions and limitations:

1. Surveillance equipment will only be used for specific management and business reasons, such as security, monitoring and protection from vandalism, misuse, abuse and theft.
2. Given the open and public nature of the District's facilities and services, filming and/or recording may be done at any time in a 24-hour period because individuals may be present at all hours of the day and night; however, the District may or may not monitor the system continually.
3. Surveillance equipment shall never monitor the inside of locker rooms, changing rooms and restrooms.
4. District staff may consult with law enforcement to discuss and review the efficacy of placing surveillance equipment in parks or facilities.
5. The proposed design and operation of surveillance equipment should minimize unintended and unnecessary privacy intrusion.
6. Information and data recorded by surveillance equipment will be destroyed following the procedures of CA Government Code 53160. In general, video recordings will be maintained for one year.
7. Recording equipment must be located in a strictly controlled access area. Only authorized personnel shall have access to the controlled access area and the recording equipment. The District Administrator and or his/her designee shall determine authorized personnel.
8. The District may approve access to a surveillance record if required for the purpose of law enforcement or by court order.
9. The District shall post signs, visible to employees and members of the public, at all entrances and/or prominently displayed on the perimeter of the grounds that video surveillance may be in use.

B. Definitions

Surveillance equipment refers to any device that can record the actions of park and facility users, either through still frame photography or video recording devices. Surveillance equipment does not include audio recording devices.

XXXIV. Drought Policies and Procedures

In the event of a statewide or local drought, the District will enact the following policies and procedures

- A. The washing of ARD vehicles will be suspended unless vehicles are washed at a car wash business that recirculates its water. This policy will not apply to the following:
 - 1. The washing/rinsing of the back of vehicles that may have been soiled with garbage or residue that will cause an offensive odor.
 - 2. The washing/rinsing of any vehicle with the intent to remove a harmful substance.

- B. The washing or pressure washing of sidewalks, walkways, buildings or other hard surfaces will be suspended. This policy will not apply to the following:
 - 1. The washing/rinsing of any hard surface that may have been soiled with garbage or residue that will cause an offensive odor.
 - 2. The washing/rinsing of any hard surface with the intent to remove a harmful substance.

- C. The watering or wetting down of any dirt infield on a baseball or softball field will be suspended. This policy will not apply to the following:
 - 1. The watering/wetting down of an infield where safety has become an issue. Field users must coordinate an inspection of the field condition with District personnel before this exception can be made.

- D. Specific areas in parks will not be irrigated. Generally, this would include areas that are not heavily used by the public, such as the hillside below and beside Sierra Pool. This policy will not apply to the following:
 - 1. Areas that may become a safety hazard if left unirrigated.
 - 2. Areas with new or recently planted trees and plants.

- E. Mower decks will be set to the highest possible setting, allowing grass to grow taller.

- F. Fertilization of District turf will be suspended.

The District Administrator will set the beginning and end dates for these policies to be enacted.

In the event of a severe or prolonged drought, the District will take the following actions:

- G. The closure of specific ball fields or facilities, including buildings and bathrooms.

The District Administrator will advise the Board of Directors of all closures. Appeals on closures will be directed to the Board of Directors.

XXXV. Records Retention

The District has adopted a Records Retention Schedule as provided in California Government Code Section 60201(b)(2). The Records Retention Schedule allows the District to dispose of/destroy records once they reach the minimum retention time. The Records Retention Schedule also complies with the Local Government Records Management Guidelines issued by the

California Secretary of State pursuant to Code Section 12236. A copy of the District's Records Retention Schedule is available at the District Office.

XXXVI. Property Found at District Parks and Facilities

Property found at District parks and facilities will be handled in the following manner:

- A. Intentionally abandoned property or property presenting an immediate threat to public health or safety will be disposed of.
- B. Property worth less than one hundred dollars (\$100). Property found in District parks and facilities worth less than \$100 will be disposed of after a reasonable attempt to find the owner. Items that are clearly refuse will be disposed of immediately.
- C. Property worth more than one hundred (\$100). After a reasonable attempt to find the owner, property found in District parks and facilities worth more than \$100 will be turned over to local law enforcement (Auburn Police Department or Placer County Sheriff's Office) per CA Civil Code §2080 et. al. If local law enforcement will not accept the property, the District will take the following steps:
 - 1. Staff will catalog the property that is found. This will include a description of the items found, where the items were found and the date the items were found.
 - 2. The items will be bagged with a tag indicating the date and the location of the found property.
 - 3. The bag will be stored in a container on District property for 90 days.
 - 4. Property unclaimed after 90 days will be sold at public auction to the highest bidder.
 - 5. Notice of such sale shall be given by the District Administrator at least five days before by publication once in a newspaper of general circulation.
 - 6. Any property remaining unsold after being offered at public auction may be disposed of by the District.
- D. Personal property shall not be claimed by an employee of the District under any circumstances.

XXXVII. Use of Gravel and Pervious Pavement

The District will consider the use of gravel or pervious (permeable) pavement in its park whenever possible. The purpose of this policy is to assist for flood control and to help the local biome.

XXXVIII. Public Records Act Requests

The purpose of this policy is to clarify the process by which the District will respond to requests for records under the Public Records Act. The California Public Records Act (Government Code Section 6250, et seq.) provides the public with access to non-exempt records held by public agencies.

"Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the

District, regardless of physical form or characteristics. "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored (California Government Code Section 6252).

Unless exempt under the California Public Records Act, public records are open to inspection at all times during the office hours of District (Monday through Friday, 9 a.m. to 5 p.m.), and every person has a right to inspect any public record. If a portion of the record is exempt, any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

When a member of the public requests to inspect a public record or obtain a copy of a public record, the District Administrator, or designee, will assist the member of the public in making a focused and effective request that reasonably describes an identifiable record or records. To facilitate this process, a Public Records Act Request Form is available on the District's website (auburnrec.com) and at the Administration Offices (471 Maidu Dr. #200, Auburn, CA 95603). Use of the form is voluntary. The Board Clerk is authorized to update and modify the Form as necessary, consistent with State law and Board policy.

The District, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the District and shall promptly notify the person making the request of the determination and the reasons therefor. Any extension of this time period for response will be in accordance with California Government Code Section 6253. Disclosable records will be produced for inspection or copying on reasonable notice.

Except with respect to public records exempt from disclosure by express provisions of law, the District, upon a request for copies of records that reasonably describe an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee, if applicable. Upon request, an exact copy shall be provided, unless impracticable to do so.

Unless otherwise prohibited by law, any information that constitutes an identifiable public record not exempt from disclosure pursuant to this chapter that is in an electronic format shall be made available in an electronic format when requested.

XXXIX. Criminal Acts and Violations of District Ordinance and Policy

The District takes seriously criminal acts committed in District parks and facilities, as well as violations of ARD Ordinance #1 and District Policies. The District will advocate that criminal acts and violations of ordinances and policies be prosecuted to the full extent of the law. The District will endeavor to work with local law enforcement in this process.

XL. ARD Friend of Recreation

Each year, the District is asked to select the “ARD Friend of Recreation.” The person(s) selected is presented the award at the annual Auburn State of the Community Dinner. The ARD Friend of Recreation award is given to the person, organization or group that has made a significant contribution to parks, recreation and active leisure in the Auburn area.

Specific criteria for nominees/winners are as follows:

- A. The person’s, organization’s or group’s contribution should include the last 5 years.
- B. Volunteers, ARD employees and contract employees are eligible for the award.
- C. Nominees from entities outside of ARD can be considered (Tevis Cup, Placer High, local youth sports organizations, etc.).

The ARD Friend of Recreation will be selected in the following manner:

- D. Staff will put an item on the January Board of Directors meeting, asking for nominations. Board members should send a brief description as to why their nominee should be selected. Nominations will be due by the February Board meeting.
- E. Staff will announce all nominations at the February Board meeting and request that each Board member select a first and second choice. If a nominee received three first place votes, they will be selected as the next ARD Friend of Recreation. If there is no nominee with three first place votes, the process will be as follows:
 - 1. All first-place votes will be counted as two points.
 - 2. All second-place votes will be counted as one point.
 - 3. The nominee with the highest point total will be selected as the next Friend of Recreation.
 - 4. If after this process there is a tie, the top two nominees will be voted on. The nominee with three votes will be declared the next ARD Friend of Recreation.
- F. The ARD Friend of Recreation will be announced at the March Board meeting.

XXXX. Park, Facility and Amenity Closures

From time to time, due to a variety of reasons, there may be a need to close parks, buildings, structures, amenities and/or facilities at the District. In general, the District is committed to keeping parks and facilities open and available.

The following is a clarification of when and how closures may be conducted.

- A. Eminent safety issue: At any time, a structure or facility is found in such a state that there is an immediate safety concern any District employee has the authority to prevent access. This may include monitoring the situation and preventing public access until additional staff or resources can be obtained to appropriately repair or secure the

structure. Staff must notify management immediately and document the issue as is called out in related policy and procedure manuals.

- B. Potential Safety Issue: Any issue or concern, witnessed or noticed by staff, the public or outside public agencies must be reported to District management to assess the issue and take appropriate action as deemed necessary. The issue will be reviewed and the situation evaluated to determine further action, if any.
- C. Damage Prevention and Asset Protection: District staff and/or Administration shall, at their earliest opportunity, close facilities, fields, structures or amenities should there be a high likelihood of damage by the use. Closures of sports fields should follow the guidelines and procedures found in section XXI of this policy manual.
- D. Directive of other officials: Administration will shut down any facility ordered by an authorized government official. The District Administrator will notify the Board of Directors of the details of the directive and actions taken.
- E. Subjective Closures: This includes any potential or actual closures that may not be clear or which may not have a consensus on the public safety or asset protection value. These closures shall be discussed with the entire Board or a quorum as available for direction as the majority deems needed. If needed, the District Administrator shall have the ability to err on the side of caution and shall have the ability to initially close a park, building, structure, amenity and/or facility prior to Board action and/or direction.

XLI. Reusable, recyclable or compostable food containers and utensils

The District wishes to move away from environmentally damaging food packaging, containers and utensils to sustainable alternatives. To accomplish this goal, the District will institute the following policies and procedures:

- A. ARD Youth Services and Recreation Services programming: As of September 1, 2020, ARD will only order reusable, recyclable or compostable food containers and utensils for its programs. These programs will be allowed to use existing stocks of plastic and non-recyclable containers and utensils through August 31, 2021.
- B. ARD events:
 - Beginning January 1, 2021, vendors at ARD events will be encouraged to only use reusable, recyclable or compostable food containers and utensils. A 10% discount on applicable vendor fees will be offered to those vendors that only use reusable, recyclable or compostable food containers and utensils.
 - Beginning January 1, 2023, all vendors at ARD events will be required to only use reusable, recyclable or compostable food containers and utensils.
 - Beginning January 1, 2021, District staff will only order reusable, recyclable or compostable beverage containers for events. District staff will be allowed to use existing stocks of plastic and non-recyclable containers and utensils through October 31, 2021

XLII. ARD Encroachment Policy

Effective November 1, 2020, neighbors on the boundary of District property shall not make or maintain any improvements, structures, landscaping, or leave any Unattended personal property on ARD property. With appropriate permission and permits, neighbors may participate in fuels and fire reduction programs. \

XLIII. Major Donor/Volunteer/Sponsor Recognition Policy and Procedures

The purpose of this policy and related procedures is to recognize major donations of time and money to the District. The District recognizes that its operations and service to the community would be greatly enhanced by the assistance of these individuals and companies. As such, the District wishes to acknowledge their important contributions.

Monetary donations and sponsorships

The District will recognize monetary donations at the following levels:

- Bronze level: \$1,000 - \$4,999
- Silver level: \$5,000 - \$9,999
- Gold level \$10,000 +

In regards to this policy, monetary donations received as part of a sponsorship will be reduced by 25%. This reduction is in place to recognize some of the benefits of the sponsorship, including advertising on District media and acknowledgment at events.

The District will endeavor to provide a fair-market estimate of donations of goods, such as alcohol or materials used at an event or in District operations.

All recipients of the ARD Friend of Recreation Award shall be recognized with an acorn.

Volunteers

The District will recognize those individuals who have donated substantial volunteer time or materials to the District. The determination of “substantial” will be made by the Board of Directors based on recommendations from the community, staff or other Board members. A minimum of 500 volunteer hours (estimated) is required.

Recognition procedures

Donors in the above-mentioned categories will be recognized on the District’s “Donor Tree”, located at Recreation Park. The monetary donors will be recognized with inscribed tree leaves in the corresponding colors, and volunteer donors will be recognized with green leaves or acorns.

Donors will also be recognized by a suitable certificate from the Board of Directors and personally at a Board meeting, whenever possible.

XLIV. Native Tree and Plant Policy

The District encourages the use of appropriate drought-resistant California native trees and plants (not including grasses) on District managed property, as is possible and feasible.