

South Whidbey Parks and Recreation District

# Policy Manual

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## CHAPTER I INTRODUCTION

### 1.00 INTRODUCTION

According to the Revised Code of Washington (RCW) 36.69.010, park and recreation districts are authorized to be formed as municipal corporations for the purpose of providing leisure time activities and facilities and recreational facilities, of a nonprofit nature as a public service to the residents of the geographical areas included within their boundaries.

The term "recreational facilities" means parks, playgrounds, gymnasiums, swimming pools, field houses, bathing beaches, stadiums, golf courses, automobile race tracks and drag strips, coliseums for the display of spectator sports, public campgrounds, boat ramps and launching sites, public hunting and fishing areas, arboretums, bicycle and bridle paths, senior citizen centers, community centers, and other recreational facilities.

South Whidbey Parks and Recreation District was created in November of 1983 by the voters of the district.

### 1.01 PURPOSE

This Policy Manual is intended to describe existing policies as they apply to the administration and operation of the District. The Board of Commissioners has reviewed and approved this Policy Manual and may in the future review and revise the policies contained herein as it deems appropriate.

### 1.02 STATUTORY AUTHORITY

A District is purely a creation of the legislature and has no inherent powers, but only such powers as have been granted to it by the legislature or as are necessarily implied to give effect to the powers specifically granted.

The District is governed by numerous statutes of the State of Washington. However, the principal statutory authority is RCW 36.69, which is a codification of the general law relating to Districts in Washington. References to and excerpts from RCW 36.69 and other related laws are contained in this Policy Manual.

### 1.03 LEGAL AUTHORITY OF THE POLICY MANUAL

**1.03.1 Legal Authority.** In particular, the legal authority of the District is derived from chapter 36.69 of the Revised Code of Washington and otherwise through applicable statutory provisions. The power to create this policy manual is specifically referred to in chapter 36.69.130 "Park and Recreation districts shall have such powers as are necessary to carry out the purpose for which they are created, including but not limited to, the power... to make and enforce rules and regulations governing the use of property, facilities or equipment and the conduct of persons thereon;"

**1.03.2 State Law.** The district is governed by applicable Washington state law, as well as applicable federal law, as exists currently and as hereafter amended, and the Policy Manual is intended to comply with all applicable state and federal laws.

### 1.04 DEFINITIONS

**1.04.1 Definitions.** For the purpose of this Policy Manual, the following terms shall have the definitions given herein:

- A. "District" is the South Whidbey Parks and Recreation District, Island County, Washington.
- B. "Board" is the Board of Commissioners of the South Whidbey Parks and Recreation District.
- C. "Director" is the Director of the South Whidbey Parks and Recreation District.
- D. "Code" is the "Chapter 36.69 RCW" as exists currently and hereafter amended.
- E. "Policy" is any plan or course of action reflecting the aims to be achieved by the District officially approved by the Board. A policy must be formulated and approved by the Board and shall be recorded in the Policy and Procedure Manual.
- F. "Administrative Procedures" is any plan or course of action formulated and implemented by the District staff to facilitate the day-to-day District operations within the respective policy guidelines.

**1.04.2 References.** For the purpose of this Policy Manual, words in the masculine gender shall include the feminine gender and words in the singular number shall include the plural number and vice-versa, and words in the present tense shall include the future tense.

## **1.05 REVISIONS**

The Board may periodically review the policies contained in this Policy Manual and revise or amend them from time to time as it deems appropriate at a regular meeting of the Board by a majority of the members present, except with respect to actions for which a vote greater than a simple majority is required by this Policy Manual or legal requirements more generally.

## **1.06 SEPARABILITY**

If any policy or part thereof contained in this Policy Manual shall be determined invalid in a court of law, such determination shall not affect the validity of the remaining policies or parts thereof.

## **1.07 Policies and Rules**

**1.07.1 District Policy.** All policies of the District may be assembled in a Master file maintained in the District office by the Board Secretary. All District policies shall be adopted by resolution.

**1.07.2 Administrative Rules.** Administrative rules and operating procedures for the day-to-day operations of the District may be issued by the Director.

## **1.08 ADDITIONAL MANUALS AND GUIDELINES**

Due to the specialized topic and the need for detailed procedures, the District has developed the following policy manuals, which have been incorporated into this document and may be acquired separately from the District's administrative office:

- SWPRD Employee Handbook

# **CHAPTER II BOARD AND ADMINISTRATION**

## **2.00 ORGANIZATION AND OPERATION OF THE BOARD OF COMMISSIONERS**

**2.00.1 Government.** South Whidbey Parks & Recreation District shall be governed by a board of five commissioners.

**2.00.2 Term of Office.** The five Commissioners shall be elected in accordance with RCW [36.69.090](#), as well as Title [29A](#) RCW. All Commissioners shall be elected for a term of four years, except elections to fill unexpired terms as set forth in RCW 42.12.030. The term of office of all Commissioners shall begin on the first business day in January following their respective elections.

**2.00.3 Qualification.** Candidates for district commissioners must have the qualifications set forth in Title [29A](#) RCW. Employees of South Whidbey Parks & Recreation District are precluded from serving on the Board of Commissioners.

**2.00.4 Vacancies in Office.** All vacancies on the Board of Commissioners will be filled according to RCW 36.69.100 and Chapter 42.12 RCW.

**2.00.5 New Commissioner Orientation.** The Director may prepare and present to all newly elected commissioners a Commissioner Orientation to include information on the specific duties, and responsibilities of commissioners, resources for commissioners, and information on the district operation. As a part of the orientation, a packet of information should be given to each newly elected commissioner to include items such as a commissioner guide, organizational charts, budgets, recent brochures and any other appropriate items.

**2.00.6 Compensation/Reimbursement.** Commissioners of South Whidbey Parks and Recreation District may not receive compensation for their services to the District, but they may be reimbursed for necessary expenses while attending meetings of the Board or when otherwise engaged on District business as indicated in RCW 36.69.110.

## **2.01 ETHICS AND CONDUCT**

**2.01.1 Public Disclosure Law.** Each Commissioner or Candidate must comply with the provisions of chapter 42.17A with regards to campaign disclosure and contribution.

**2.01.2 Legal Authority.** The Board, as a whole, is the legal corporate authority of the District. As an individual, a Board member has no legal authority to determine policy, give directions to District personnel, or to act or speak for the Board unless specifically authorized to do so by official Board action.

**2.01.3 Representation.** Board members represent all of the residents of the District and should avoid representing other agencies. It is permissible for Commissioners to be involved with other organizations, and public agencies, however any commissioner so involved should not in any way, contact the district on that agency's behalf nor contact that agency on the district's behalf. In addition, to avoid the perception of preferential treatment any commissioner so involved should recuse themselves from any district decisions, or votes that would affect said organization or public agency.

**2.01.4 Board Decisions.** Board members should make nonpartisan decisions regarding District policies and operations based upon reports, facts and study.

**2.01.5 Conflict of Interest.** As a municipal Entity, the district is subject to section 42.23 RCW which covers the area of conflict of interest for municipal officers and their assistants or deputies. No member of the Board may vote on a matter in which he/she has direct personal or financial interest that is not

common to other members of the organization. Immediately upon becoming aware that such a conflict might exist, the member must disclose the existence of the potential conflict to the Board and withdraw from further deliberations of the issue. Any such disclosure and withdrawal shall be fully documented in the minutes.

Certain conflicts of interest identified under RCW [42.23.030](#) and RCW [42.23.070](#) are prohibited, meaning that a commissioner is not allowed to have certain financial and contract interests with the district while they serve as a commissioner.

**2.01.6 Relationships of the Board.** The very nature of South Whidbey Parks and Recreation District, as an elected Board of Commissioners for a municipal corporation, necessitates that there be a variety of relationships established among itself, its Director and professional staff, related community organizations and agencies, special interest groups and the taxpaying citizens of the District. The following gives some specific guidelines as to how to ensure that these relationships can best be developed and maintained.

**2.01.6A Relationship with the Director.** The Director is responsible for the day-to-day administration of the District and supervision of its employees.

The formulation and adoption of written policies shall constitute a basic method by which the Board shall exercise its leadership in the operation of the District. The development of such policies is recognized as being a primary function of the Board. The study and evaluation of reports concerning the execution of its written policies shall constitute the basic method by which the Board shall exercise its control over the operation of the District.

**2.01.6B Relation of Individual Commissioners to the Whole Board.** Individually, Commissioners have no legal authority except 1) as they contribute to any action by the entire Board or a legal quorum thereof, which consists of three members 2) in their duties as officers elected by the board or 3) as a board designated representative to other outside groups or entities. Recognizing that individual Board members are usually contacted by parents, users or patrons of the District, who want and expect immediate action, such problems or suggestions should be brought before the entire Board or to the attention of the Director of the District.

**2.01.6C General Relationships.** It shall be the policy of this Board to maintain an open, cooperative, working relationship with those interest groups which utilize the Parks and Recreation Districts lands and facilities.

**2.01.6D Relationships with other Agencies.** It shall be the policy of the District Board to work cooperatively with other public agencies to the mutual benefit of the District, the other agency and foremost the citizens of Whidbey Island.

**2.01.7 Communication.** The very nature of South Whidbey Parks and Recreation District necessitates communication from the Director to the Board and the Board to the Director between regularly scheduled board meetings. The most efficient method of communication for a board such as this is via

email. In addition, it is vital that the public have access to their elected officials for comments, questions and concerns.

In order to facilitate the flow of information necessary between the Director and the Commissioners as well as offering a contact point for the commissioners for the community, each commissioner will be assigned a specific Park District email address that can be linked to a personal email address of their choice. This Park District email address will be posted on the Park District website as a public form of contact for each of the commissioners. Each Commissioner should check the Park District email either directly or through the link to their personal email at least once every 24 hours.

Each commissioner shall strive to respond within one business day of receipt to any and all emails, calls, texts or other communication from the Director, other district staff, or the public regarding the district even if just to acknowledge receipt or inform a member of the public that they are referring the matter to the Director for response. The Director will, if appropriate to the format and/or content of the communication, copy all commissioners on any responses made on the request of a specific commissioner.

(Section 2.01.7 Communication approved via Resolution 2014-07 on May 21, 2014)

## 2.02 PRIMARY FUNCTIONS OF THE BOARD

Although the Board is empowered to make all decisions affecting the operations of the District, it should normally exercise its power by establishing policy and reviewing the implementation of policy by its officers and employees. In addition, the Board may perform the following specific functions:

**2.02.1 Elect Officers.** Elect its officers including a Chairperson, Vice-chairperson, Secretary, and such other officers as it may determine it requires in accordance with RCW 36.69.160.

**2.02.2 Meetings.** Hold Regular meetings at least monthly in accordance with RCW 36.69.160.

**2.02.3 Policies.** Adopt policies governing transaction of Board business, keeping of records, resolutions, transaction, findings and determinations, which shall be of public record in accordance with RCW 36.69.160.

**2.02.4 Hire a Director.** Employ a Director as its chief administrative officer in accordance with RCW 36.69.160.

**2.02.5 Budget.** Compile annually a budget in accordance with RCW 36.69.160.

**2.02.6 Development.** Develop a well-rounded and broadly-based park system which recognizes the diverse needs and interests of the community it serves.

**2.02.7 Participation in District Programs and Activities.** Board members are encouraged to participate in District programs and utilize District facilities. As any discount on programming fees could be construed as a form of compensation, commissioners cannot receive any reduced rates on any fees that they would not normally receive based on their status as a regular citizen.

(Section 2.02.7 Revised via Resolution 2014-03 on February 19, 2014)

## 2.03 OFFICERS OF THE BOARD

In accordance with RCW 36.69.120, the Board of Commissioners, at its first public meeting following the beginning of each year, shall elect from among its number, a Chairperson, Vice-Chairperson and Secretary whose terms of office shall run for one year beginning when elected, and until the election of a successor. Vacancies in an office arising from any cause may be filled at any Regular or Special meeting of the Board. The Treasurer of Island County is the statutory Treasurer of the District. The Board may elect a Treasurer for its Board whose authority shall not conflict with the County Treasurer.

**203.1 Chairperson.** The Chairperson shall preside at all public meetings of the Board of Commissioners and shall sign all resolutions, contracts and other instruments on behalf of the Board as authorized by the Board. The Chairperson may also appoint Committees and shall perform all such other duties as are incident to the office or are properly required by the Board.

**2.03.2 Vice-Chairperson.** The Vice-Chairperson shall, during the absence or disability of the Chairperson, exercise all functions of the Chairperson. In addition, the Vice-Chairperson shall have such powers and discharge such duties as may be assigned to him/her from time to time by the Board of Commissioners.

**2.03.3 Treasurer.** The Treasurer shall function as one of the two auditing officers and be responsible for the review and, by signature, approval of monthly vouchers prepared and compiled by District Business Manager. The Treasurer shall prepare a report of the District financial activities to be presented at the monthly Board meetings. The Treasurer shall also share the responsibility of the Auditing Officer with the District Director.

**2.03.4 Secretary.** The Secretary shall attest all resolutions, minutes, expenditures and authorize the issuance of notices for all meetings of the Board of Commissioners. The Secretary shall also be responsible for the minutes of all meetings, shall make and retain a record of all motions and resolutions adopted by the Board, and shall supervise the safekeeping of the minute books, and shall otherwise perform such further duties as are incidental to the office as are properly required by the Board. Although the Secretary is ultimately responsible, many of these duties may be delegated to members of the District staff.

## 2.04 APPOINTED PERSONNEL

**2.04.1 Director.** The Director will strive to be subject to and act in accordance with the policies, rules and regulations, and directions of the Board at all times.

The Director is the chief administrative official of the District and may be responsible for the administration of the District and its programs: the maintenance, construction and repair of the Park system and the employment of such other employees as are required for same.

The Director may develop a succession procedure delineating the chain of command when the Director or any other member of the Administrative Staff is incapacitated, out of town, ill or unable to perform his/her duties.

The Director may recommend to the Board such rules, regulations and operating policy for the District as is deemed necessary and appropriate for the proper operation and use of the park system by the public, and the management and programming thereof, not inconsistent with applicable laws and ordinances. If these rules, regulations and statements of operating policy are approved and adopted by the Board, then the Director will strive to promulgate and enforce them.

The Director may issue permits and grant permission in accordance with applicable ordinances, policies, rules and regulations of the District. He/she will strive to attend all meetings of the Board and report on his/her actions and the operation and activities of the District since the previous Board meeting.

The Director should be a nonvoting member of all Board committees.

The Director is encouraged to reside within the boundaries of the District.

The Director should:

- A. Fully and constantly keep the Board members informed of the important aspects of the day-to-day operation of the District in a straightforward manner.
- B. Prepare all information, which is necessary for the Board to become fully informed. The Director should set forth a clear statement of the situation or problem, provide unbiased information on various alternatives and the financial impact of same, if necessary. This information should be accompanied by a recommendation. The Director should be prepared to justify the recommendation and discuss the rationale attendant to it.
- C. Respect the judgment and ideas of each Board member realizing that the Board and its Commissioners are the democratic representatives of the community.
- D. Enter into the day-to-day operations of the District with the spirit that administrative decision-making must be exercised within the policies that have been agreed upon by the Board. The Board should recognize that countless situations will arise which are not explicitly covered by adopted policies and which, therefore, require an administrative decision.
- E. Strive to respond within one business day of receipt to any and all emails, calls, texts or other communication from the Commissioners, other district staff, or the public regarding the district even if just to acknowledge receipt and state that he/she will look into the matter and reply within a certain timeframe. The Director will, if appropriate to the format and/or content of the communication, copy all commissioners on any responses made on the request of a specific commissioner.

(Section 2.04.1 E Approved via resolution 2014-07 on May 21, 2014)

**2.04.2 Attorney.** The Attorney may advise the Board concerning all legal matters and may be responsible for the prosecution and defense of all litigation in which the District is interested. The Attorney may draft ordinances, resolutions and other instruments as may be required by the Board.

**2.04.3 Additional Duties of Appointed Officers.** In addition to the duties herein above specified, each officer will strive to perform other duties as may be required of him by the Board by law.

## 2.05 BOARD COMMITTEES

From time to time, the Board may establish standing and advisory committees for the purpose of assisting the Commission in carrying out its responsibilities as well as in an effort to obtain the broadest possible community involvement and representation. Any of the board's committees that are empowered to act on behalf of the board are subject to chapter [42.30](#) RCW, the Open Public Meetings Act.

**2.05.1 Standing Committees.** The Board of Commissioners may appoint by resolution such standing committees for such purposes and with such authority as it shall determine. Standing committees of the Board shall be made up of the members of the Board, whose function would be to act as a sub-committee of the Board and to report back to the Board for final action. Such a committee shall have long-term responsibilities as set forth by the Board.

**2.05.2 Advisory Committees.** The Board may appoint by resolution such advisory committees as it shall determine. An advisory committee shall be made up of non-Commission members to study, monitor, develop or maintain a specific function which the Commission sets forth in delegating its responsibility to such a committee. Such responsibilities shall be set forth by resolution and with the understanding that overall responsibility of such a committee continues to reside with the Board of Commissioners. One member of the Board shall be appointed as the permanent representative to such an advisory committee. Advisory committees are advisory only and are not delegated any of the board's legal authority. These committees are established to merely collect information and provide input in a purely advisory role to the board.

**2.05.3 Committee Responsibility.** The established committees of the Board shall advise the Board on matters of policy concerning their responsibility areas and shall have such further duties as shall from time to time be assigned to them by the Board and/or Chairperson.

## 2.06 MEETINGS

**2.06.1 Annual Meeting.** The annual meeting of the Board shall be the first regular meeting subsequent January 1<sup>st</sup>. This shall be the organizational meeting of the Board where new Commissioners are generally inaugurated. The officers shall be elected; and the standing committees of the Board shall be established. Other business may be transacted at this meeting.

**2.06.2 Regular Meetings.** Regular meetings of the Board shall be held on the third Wednesday of each month. This meeting shall be a business meeting at which Commissioners may take official actions. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day. All Regular Meetings of the board shall be held in accordance with RCW42.30.070.

**2.06.3 Special Meetings.** Special meetings may be called by the Chairperson or by a majority of the Commissioners. Notice must be provided to each local newspaper of general circulation at least 24 hours in advance of the meeting. Such notice must specify the location, time and business to be transacted. All such meetings will be held in accordance with RCW 42.30.080.

**2.06.4 Place of Meeting.** The meetings of the Board shall be held at the Parks District Headquarters 5476 Maxwellton Rd., Langley WA. 98260, unless otherwise provided by the Board.

**2.06.5 Open Meetings.** All Regular and Special meetings of the Board of Commissioners shall be open to the public and media in accordance with chapter [42.30](#) RCW, the Open Public Meetings Act.

**2.06.6 Executive Sessions.** All executive sessions conducted by the Board of Commissioners shall comply with all of the requirements of RCW [42.30.110](#), including with respect to the required duties of the presiding officer set forth in RCW [42.30.110](#)(2). These required duties include, for example, that the presiding officer publicly announce the purpose of the executive session and the time when the executive session will be concluded and what time the public meeting will resume.

**2.06.7 Schedule and Notice.** The schedule and public notice of all regular, rescheduled or reconvened Board meetings for each calendar year shall be made available in accordance with chapter 42.30 RCW the Open Meetings Act

**2.06.8 Quorum.** All meetings require at least three Commissioners present throughout the meeting to constitute a quorum. If a quorum is not in attendance the members of board present may still meet, but it will not be a board meeting and no official action may be taken.

**2.06.9 Attendance/Punctuality.** As an elected official representing the community of South Whidbey, attendance at all Regular Board meetings is critical. In the event that a Board Member is unable to attend a scheduled meeting, it is their responsibility to notify the Board Chair and Director as early as possible.

**2.06.10 Agenda/Order of Business.** All regular and special meetings shall be conducted from a written agenda. The agenda will be prepared by the Director of Parks and Recreation in consultation with the Board Chairperson. Additional materials will be assembled which further supports the agenda, including, previous meeting minutes, pending resolutions, voucher summary, proposals, etc. In the case of a Regular meeting, Board members will be provided with these materials at least 48 hours in advance of the scheduled meeting. Each Commissioner is expected to study these materials in advance of the meeting so that meetings may proceed as expeditiously as possible. Emergency matters may be placed on the agenda by the Board Chairperson, waiving requirements of advance notice.

Items of business at the Regular meeting shall appear on the agenda. The order of business shall be as follows:

- A. Call to order
- B. Establishment of Quorum
- C. Public Comment
- D. Treasurer's Report
- E. Voucher Review
- F. Consent Agenda
- G. Staff Report
- H. Unfinished Business
- I. New Business
- J. Adjournment

**2.06.11 Requests Submitted by Residents.** All requests which are directed toward the District's areas of responsibility shall be brought to the attention of the Board at the earliest opportunity. The request shall be placed on the Agenda of a regular or special meeting and be discussed by the Board. The individual(s) responsible for the request shall be notified at the earliest possible date that the Board has received the request, as well as any action which has been decided upon.

**2.06.12 Public Comment.**

During any board meeting public comment will be limited to the Public Comment agenda item with a time limit of 5 minutes per individual commenting. No individual will be allowed to give their time to another individual for the purposes of extending their comment period. Extensions of any time for any individual's public comment would apply to all commenters and must be approved by a majority of the Board of Commissioners.

The allowance of Public Comment during any other agenda item requires a vote of the full board to suspend Robert's Revised Rules of Order to allow the public comment. The Commissioner requesting this shall make a motion to suspend Robert's Rules of Order to allow a specific person's public comment on an agenda item including a particular time limit for the public comment. If no limit is specified, the limit defaults to 5 minutes per individual as stated prior.

**2.06.13 Discussion.** The Chairperson shall limit discussion to matters pending before the Board and may suggest time limitations on discussion. In order to promote efficiency and equal opportunity in the discussion, the process should be to allow each board member an opportunity to speak on a topic once, followed by any follow up points /discussion between Commissioners and Staff after all Commissioners have had the opportunity to speak.

**2.06.14 Voting.** Board decisions shall be determined by voice or written vote. The Chairperson may vote, unless wishing to abstain, as any member may do.

**2.06.15 Rules of Order.** Meetings shall follow the standard Robert's Revised Rules of Order, amended by Board bylaws.

**2.06.16 Official Minutes.** In accordance with RCW 42.32.030, the Board Secretary shall be responsible for accurately recording the proceedings of all Regular and Special meetings. Confidential minutes or notes of Executive sessions may be prepared at the discretion of the Chairperson. The Board Secretary shall maintain in the Park Office, available for public inspection, a master file of all approved minutes and supporting documents.

## 2.06.17 Remote attendance by Commissioners at Board Meetings

From time to time, a Commissioner will not be able to be physically present at a regular Board meeting, but will want to be involved in the discussion and/or decisions.

The procedure and guidelines for permitting a Commissioner to attend a Board meeting via remote access are as follows:

### A. The Rare Occasion

Attendance via remote access should be the rare exception, not the rule. As a public agency, our monthly meetings are an opportunity for the public to engage the Board of Commissioners directly, so in person attendance is extremely important.

### B. Definition

Remote Attendance is defined as participating via the provided Microsoft Teams link or via phone call to the Director's Cell phone.

### C. Remote Attendance

1. Board Members may attend remotely no more than three (3) regular Board Meetings per calendar year.
  - a. A minimum of one-hour notice prior to the meeting when attending remotely must be given to the Chair and Director via text or email. Members may also make a phone call to either the Chair or Director at least one hour prior.
  - b. Failure to give notice will result in the Member being allowed to listen into the meeting remotely, but they will be considered as absent and will have no voting rights.
  - c. The Chair and Director can approve more in the event of extreme circumstances. A request for additional virtual attendance must be made no later than 48 hours prior to the meeting.
    - i. Failure to request an exception to the policy to allow for additional remote attendance at least 48 hours' prior to the meeting will result in the Member being allowed to listen to the meeting remotely, but they will be considered as absent and will have no voting rights.
2. Remote attendance is not allowed for the annual Budget Workshop. Physical attendance is not required at other critical meetings, such as the Annual Meeting, Budget Hearings, votes on Resolutions, levies, etc, but it is strongly recommended.
3. In the event that the Chair attends remotely, the Vice-Chair shall run the meeting.

### D. Technology Requirements

4. Technology Requirements
  - a. The equipment used by the Commissioner attending the Board meeting remotely is the responsibility of said Commissioner and not the District.
  - b. Quality Level. The level of technology must allow for the following capabilities:
    - i. The Commissioner attending remotely must be able to hear the discussion taking place in the Board Room; and

- ii. The Commissioner attending remotely must be able to be heard by all present in the Board Room.

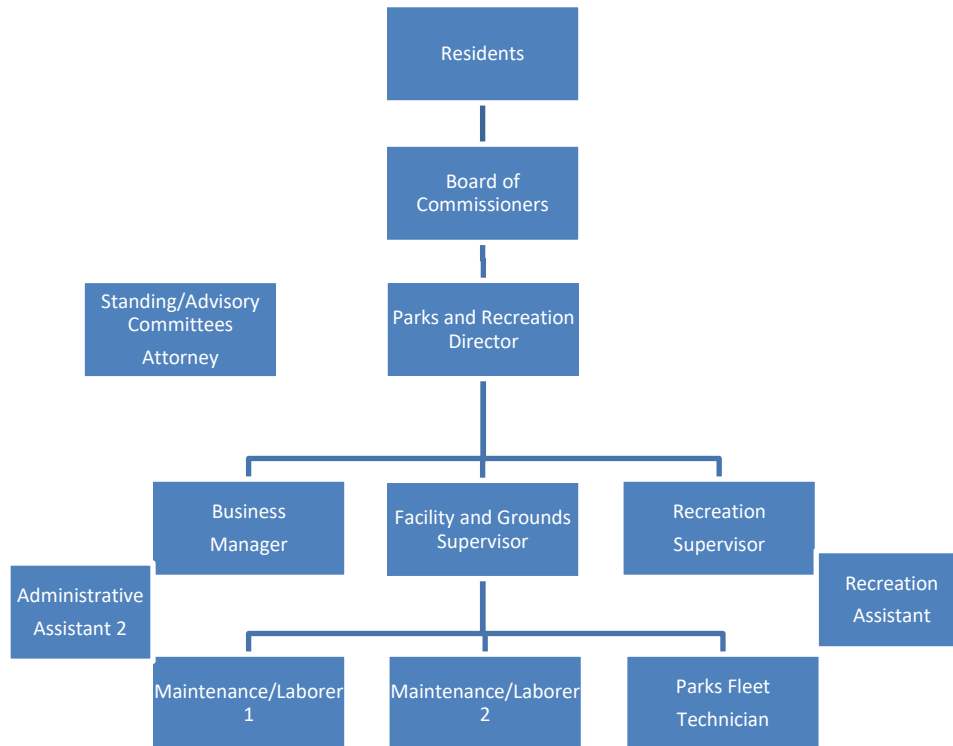
b. Loss of Connection

- i. In the event that the remote access link is broken or significantly degraded such that it no longer meets the full requirements of this section, the presiding officer shall confirm the loss of service.
- ii. The board may continue with discussion or action if the board retains a quorum, otherwise the meeting is adjourned.

**E. Executive Sessions**

In the case of executive sessions, the Board may permit participation from remote location(s) only when the Board is confident in the security of such remote communications.

**2.07 Organization Chart**



## CHAPTER III. GENERAL POLICIES

### 3.00 INTRODUCTION

General Policies are those that apply to the overall operation of the District and do not specifically fall into another category.

### 3.01 CODE OF CONDUCT

**3.01.1 Introduction.** The purpose of this policy is to establish a Code of Conduct to better manage the Parks and Recreation system. The Code of Conduct prohibits specified conduct to ensure that all users may have the opportunity to enjoy the amenities the parks system offers.

**3.01.2 Scope of the Policy.** These rules apply only on property and facilities under the jurisdiction or management of the South Whidbey Parks and Recreation District. However, a person who violates these rules may have his or her permission to remain in the park withdrawn, and/or the person may be issued a Parks Notice of Exclusion. In addition, if the violation of a specific rule would constitute a violation of civil or criminal law, the authorities may be notified and the appropriate civil or criminal penalty may be imposed.

**3.01.3 Not applicable to Employees.** This policy does not apply to District Employees when they are actively in the course of performing the duties of their job. The policy manual "Chapter IV.-Personnel" deals with the administration of the District's employees in accordance with all local state and federal laws.

**3.01.4 Violations of Rules.** The following conduct is expressly prohibited by this administrative rule.

- a) Camping in any park, unless specifically approved by the Director;
- b) Conduct that unreasonably deprives others of their use or enjoyment of the park or park facility;
- c) Disrupting South Whidbey Parks and Recreation District business, events, or other sponsored activities;
- d) Any commercial activity without written authorization from the District Director;
- e) Disposing of unwanted items anywhere other than in a designated trash or recycling receptacle, dumping, or creating unsanitary conditions or health hazards on park property that violate public health rules of Island County (i.e. littering) and/or dumping garbage or refuse generated outside of District property in a receptacle or dumpster within District property;
- f) Failure to have Dogs and other pets on a leash and under control at all times and failure of pet owner to properly dispose of pet feces;
- g) Possession of glass containers at athletic fields, beaches or children's playgrounds;
- h) Posting of signs, posters, or notices in any park, unless otherwise permitted by the Director;
- i) Behavior that unreasonably interferes with the use of a restroom by park visitors or users of park facilities;
- j) Use of tobacco in any park, with the exception of vehicle parking areas, at least 25 feet away from other park users and at least 25 feet from any building entrance or park feature (i.e.-sports fields, playgrounds, picnic shelters). Tobacco use is defined as the smoking or lighting of

cigarettes, cigars, or pipe tobacco, the use of electronic cigarettes, vaping, or the use of smokeless tobacco;

- k) Distribution of handbills, circulars, or signs in any park in any manner that interferes with normal passage of people or vehicles, unless otherwise permitted by the Director;
- l) Leaving packages, backpacks, luggage, or other personal items unattended;
- m) Urinating or defecating, except in designated restroom fixtures;
- n) The display, possession, or consumption of cannabis/marijuana on District property;
- o) The display, possession, or consumption of intoxicating liquors in any park, except in particular areas or facilities which may be expressly designated from time to time by the Board of Commissioners.
- p) Blocking entrances, exits, fire exits, handicap access areas, public walkways, or roadways, or obstructing pedestrian traffic or otherwise interfering with the provision of services or the use of park property unless permitted by the Director;
- q) Conduct that creates an unreasonable and substantial risk of harm to any person or property (i.e. dangerous activity);
- r) Presence in a park or area within a park when the park or area within the park is not open to the public without prior written approval of the District Director;
- s) Igniting or maintaining a fire or use of flammable liquids, except in designated barbecues, grills, and fire rings;
- t) Using park property without a permit for a use that requires a permit or requires District services (for example, use of amplified sound without a permit);
- u) Removing, destroying, or mutilating, or any way altering lawn, shrubs, plants, flowers, sand, soil, or a habitat area without proper authorization;
- v) Capturing, or disturbing any animal, wildlife, waterfowl, etc.;
- w) Driving a motor vehicle anywhere in a park except on public roadways and parking lots;
- x) Abusive or harassing behavior, including obscene language, persistent badgering, or gestures including such behavior directed at a Park District employee or official;
- y) Sale, possession, use, or discharge of any fireworks or pyrotechnics special effects, except where permissible by Island County Code and with prior written approval of the District Director;
- z) Possession of explosives, acid, or any other article or material capable of causing serious harm to others;
- aa) Illegal gambling;
- bb) Possession, sale, or use of illegal drugs and/or being under the influence of illegal drugs on District property;
- cc) Defacing, destroying, or otherwise vandalizing park property, including buildings, fixtures, grounds, signs, or other structures;
- dd) Sexual misconduct, such as indecent exposure, offensive touching, sexual acts, or prostitution;
- ee) Assault or fighting;
- ff) Firearms violations under RCW Chapter 9.41

**3.01.5 Posted Rules.** It is a violation of the Code of Conduct to fail to comply with a rule posted on SWPRD signage.

**3.01.6 Park District Staff Direction.** It is a violation of the Code of Conduct to fail to comply with a directive issued by an authorized Parks and Recreation District employee or agent.

### **3.01.7 Enforcement**

**3.01.7.1 Violations of these Rules.** Conduct that violates these rules, may result in: 1) issuance of a Parks Exclusion Notice; 2) an authorized District employee's notification to a person that his or her permission to remain on the premises has been withdrawn for up to 24 hours; and/or 3) a misdemeanor charge as provided in RCW 36.69.180.

**3.01.7.2 Violations resulting in damage to property.** Conduct or Violations that result in damage to District property or District managed property may require the violator to reimburse the Park District for any cost of repairs associated with the violation, prior to any use restriction imposed by any other portion of the code of conduct being lifted, regardless of timeframe. This would include the cost of any materials needed to effect repairs and any staff time expended in the course of repairs.

**3.01.7.3 Criminal Trespass.** Entering or remaining in an area not open to the public, violating a Parks Notice of Exclusion, or remaining on the premises after being notified that permission to remain has been withdrawn, may subject the violator to arrest and prosecution for criminal trespass.

**3.01.7.4 Parks Exclusion Notices.** Parks Exclusion Notices shall be issued as provided in the applicable Code of Conduct Length of Exclusion Guidelines (Section 3.01.7.5). Multiple Notices of Exclusion for the same incident must be served consecutively – not concurrently.

### 3.01.7.5 Length of Exclusion Guidelines

Length of Exclusion Guidelines		1st Offense		2nd Offense*		3rd Offense*	
Section	Violation	Under 16**	16 and Over	Under 16**	16 and Over	Under 16**	16 and Over
3.01.4 a	Camping	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 b	Disruptive Conduct-other visitors	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 c	Disruptive Conduct-park business	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 d	Commercial Activity	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 e	Littering/Dumping	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 f	Off-Leash Dog	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 g	Possession of glass containers	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 h	Posting of signs, etc.	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 i	Restroom misuse	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 j	Smoking and other tobacco use	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 k	Distribution of Materials, soliciting or survey	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 l	Unattended Items	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.4 m	Urinating or defecating	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 n	Display, possession, or consumption of marijuana	7 Days		45 Days	90 Days	1 Year	
3.01.4 o	Display, possession, or consumption of liquor	7 Days		45 Days	90 Days	1 Year	
3.01.4 p	Blocking access	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 q	Dangerous or threatening activity	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 r	In park when closed, in non-public area	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 s	Fire and use of flammable liquids	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 t	Using park without a permit	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 u	Destroying/Removing plant material/habitat	1 Day	7 Days	45 Days	90 Days	1 Year	
3.01.4 v	Capturing, annoying, disturbing an animal	30 Days	60 Days	45 Days	90 Days	1 Year	
3.01.4 w	Driving off roadways	30 Days	60 Days	45 Days	90 Days	1 Year	
3.01.4 x	Harassment (discriminatory, obscene, profanity)	30 Days	60 Days	45 Days	90 Days	1 Year	
3.01.4 y	Illegal Fireworks, firecrackers, explosive device	30 Days	60 Days	45 Days	90 Days	1 Year	
3.01.4 z	Possession of explosives	30 Days	60 Days	45 Days	90 Days	1 Year	

Length of Exclusion Guidelines		1st Offense		2nd Offense*		3rd Offense*	
Section	Violation	Under 16**	16 and Over	Under 16**	Under 16**	16 and Over	Under 16**
3.01.4 aa	Illegal gambling	30 Days	60 Days	45 Days	90 Days	1 Year	
3.01.4 bb	Drug activity-Signs of Influence	45 Days	90 Days	90 Days		1 Year	
3.01.4 cc	Drug Possession-Sale or Use	180 Days	1 Year	1 Year		1 Year	
3.01.4 cc	Property Damage-under \$250	45 Days	90 Days	90 Days		1 Year	
3.01.4 cc	Property Damage- over \$250	180 Days	1 Year	1 Year		1 Year	
3.01.4 dd	Sexual Misconduct	180 Days	1 Year	1 Year		1 Year	
3.01.4 ee	Assault/Fighting	180 Days	1 Year	1 Year		1 Year	
3.01.4 ff	Weapons Violation or any Felony	1 Year		Additional Year		Additional Year	
3.01.5	Posted Rules	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.6	Staff Direction	Warning	24 Hours	1 Day	7 Days	7 Days	30 Days
3.01.7.3	Remain on property following Order of Exclusion	30 Days	60 Days	45 Days	90 Days	1 Year	

\*Means second (or third) Violation of the same rule within a one-year period

\*\*Individuals under age 16 will receive a shorter Notice of Exclusion period or lesser penalty. The individual must show proof of age either at the time the Notice of Exclusion is issued or during an administrative review.

**3.01.8 Appeals.** Park exclusions for code of conduct violations may be overturned or reduced by a majority decision of the District board of commissioners. Appeals may be heard at a regularly scheduled board meeting. No special meeting will be scheduled for the purpose of hearing an appeal of a violation notice. Any misdemeanor or felony charges brought as a result of or in conjunction with a code of conduct violation are not open to appeal to the board of commissioners and must be processed through the Island County court system.

(Section 3.01 Code of Conduct Approved by the SWPRD Board of Commissioners on April 16<sup>th</sup>, 2014, and amended by the board on August 20<sup>th</sup>, 2014, June 17, 2015, July 20, 2016, and January 17, 2018.)

## 3.02 FEES AND CHARGES

### 3.02.01 District Code of Conduct Applies

All individuals, organizations, and groups using District Facilities and Fields are required to abide by the District Code of Conduct throughout their use of District property regardless of any fees charged for such usage.

- a. Any violations of the code of conduct by an individual, group or organization using District facilities or an attendee at the function sponsored by the individual, group or organization may result in the forfeiture of the Damage/Cleaning Deposit in addition to any consequences prescribed by the code of conduct.
- b. If the Damage/Cleaning Deposit is forfeited, any additional cleaning or damage costs will be billed directly to the sponsor/organization and the sponsor/organization will be required to reimburse the district for all actual costs as detailed with no additional penalty fee, prior to being permitted to reserve District facilities in the future.

### 3.02.02-Fees

1. Fees will be formulated based on several factors including but not limited to demand, market competition, program expenses, new program initiatives, maintenance costs, etc.
2. All fees will be reviewed and revised annually by the District Director
3. All fees for Facility and Field usage will be identified in the District Schedule of Fees.
4. All individuals and groups reserving district facilities will be required to complete a District Facility Use Agreement and provide any and all documentation required therein prior to their reservation.
5. Any fees in the Schedule of Fees that are hourly will be charged in no less than 1 hour increments.

### 3.02.03-Fee Classifications

1. Resident and Non-resident rates  
Specific resident and non-resident fees may be established for programs and facilities. Non-residents may be required to pay more than the resident rate.
  - a. Program Fees- Fees will be set for specific district run programs based on the direct and indirect costs associated with said programs. Contractual programs are required to pay the District 20% of gross income from programs run on District property. Recognizing the value provided by and the ongoing positive relationship with Non-profit organizations, the District will lower the rate for contractual programs provided by Non-profit organizations to 15% of gross income from programs run on District property.
  - b. Facility/Field/Shelter Fees- Fees will be set for reserved exclusive use of specific facilities, fields and shelters
  - c. Damage/Cleaning Deposits-Fees will be set for damage/cleaning deposits to be associated with specific facilities
2. Youth Sports Associations
  - a. All Youth Sports Associations wishing to use District facilities must complete a formal written agreement with the District such as a Memorandum of Understanding in addition to the Facility Use Agreement referenced in Section 3.02.02-4.
  - b. Youth Sports Association Agreements-Both Resident and Non-resident Youth Sports Associations will be required to sign a Youth Sports Association agreement with the

South Whidbey Parks and Recreation District once each calendar year that usage of fields is requested.

- c. Recognizing the value provided by these groups and that services would otherwise be provided by the District, resident Youth not-for-profit athletic groups providing recreational league and instructional programming for South Whidbey Park and Recreation District residents will not be charged for field usage for league or in-season use of fields or shelters, as long as such use is associated with the operation of the recreational league or season. All Youth Sports Association groups may have one room rental each month at no charge to facilitate monthly meetings. The waiver of these charges is available to the YSA as long as the district does not run a recreational league/instructional program for the same sport and age group as the YSA in question because the district would not have to expend any additional public funds in the running of a YSA run recreational league/instructional program. All additional bookings may be charged the non-profit rental rates.
  - d. Non-resident Youth Sports Associations request to use district property will be processed after the completion of a scheduling timetable for the resident Youth Sports Associations and will be charged fees for use. Non-resident Youth Sports Association usage of fields is solely at the discretion of the district and may be denied if the additional usage could potentially cause significant damage to the field requiring maintenance or repair of significant time or monetary impact in the opinion of the Director.
3. Non-Profit organizations and Local Government Entity
    - a. A Non-profit Organization is defined as an organization that achieves and maintains official IRS 501(c)3 status or any other State of Washington or Federally recognized not for profit status.
    - b. A Local Government Entity is defined as a unit of local government, either general purpose or special purpose, and includes but is not limited to, counties, cities, towns, school districts and other governmental and political subdivisions.
    - c. Recognizing the value provided by and the ongoing positive relationship with these organizations, resident Non-profit Organizations and Local Government Entities may have one room rental each month at no charge to facilitate monthly meetings. All additional bookings may be charged a nominal fee for usage, the non-profit resident rates.
    - d. Non-resident Non-Profit Organizations and Government Entities will be charged for facility and shelter usage.
    - e. If uncertainty exists as to whether a group qualifies as a non-profit organization, the District reserves the right to request not-for-profit status verification.
  4. Individuals
 

Individuals may reserve facilities for their own personal use and are responsible for paying the Parks and Recreation District the specific usage fees as specified in the Schedule of Fees.
  5. For Profit Entities
 

Any for-profit entity charging a fee for services rendered on Park District property is responsible for paying the Parks and Recreation District the specific usage fees as specified in the Schedule of Fees.

#### **3.02.04 Large Events on District Property**

1. Large Events include but are not limited to sports tournaments, and other non-district special events with over 100 projected attendees.

2. All regular facility fees, processes, and forms apply for usage of facilities, fields or picnic shelters for large events.
3. Any large event planned on Park District property is responsible for paying the Parks and Recreation District the set fees applicable to their specific event in addition to any applicable usage fees for specific facilities reserved as detailed in the Schedule of Fees.
4. If additional cost is incurred by the District, the sponsor of the event will be responsible for reimbursement of the expenses to the District within 30 days following the event.
5. All large events require a Special Use Permit as outlined in section 03.03.05

### **3.02.05 Fundraising Activities on District Property**

1. This section does not apply to political activities governed by Chapter 42.17A RCW  
Regarding political activities, the Public Disclosure Commissions states:
  - a. May use agency facilities for meetings supporting or opposing a ballot measure to the extent that the facilities are made available on an equal access, nondiscriminatory basis, and it is part of the normal and regular activity of the jurisdiction.
2. Fund-raising functions on District property require prior approval from the Director.
3. Any fundraising event on Park District property is responsible for paying the Parks and Recreation District the set fees applicable to their specific event as detailed in the Schedule of Fees.
4. At the discretion of the Board of Commissioners based upon the type of activity planned and the organization running the fundraiser, fees and charges may be reduced or waived.
5. Fundraising events may require a Special Use Permit as outlined in section 03.03.05

### **3.02.06 Damage/Cleaning Deposit**

All reservations of District facilities and fields, regardless of the individual, organization or group making the reservation, may be required to provide a damage/cleaning deposit for a specific reservation.

- a. If there is any significant damage to facilities, District staff will complete the necessary repairs or have the necessary repairs completed and will deduct an amount equal to time and materials used plus a penalty amount of \$50 from the deposit.
  - i. If this amount is less than the deposit any balance will be returned.
  - ii. If this amount is more than the deposit a full accounting of the time and materials used will be provided and the sponsor/organization will be required to reimburse the district for any shortfall plus the \$50 penalty prior to being permitted to reserve District facilities in the future.
  - iii. Any damage to District property may also be subject to the District Code of Conduct and any consequences therein may also apply.

(Section 3.02 Facility and Field Use approved via Resolution 2014-08 on July 16th, 2014)

## **3.03 FACILITY AND FIELD USE**

### **3.03.01 Policy**

The South Whidbey Parks and Recreation District (SWPRD) Facility and Field use policy fundamentally attempts to accommodate all users and user group needs and requests, balanced with maintaining fields in usable and safe condition. If a scheduling conflict is discovered, the SWPRD Staff will coordinate with those involved in an attempt to resolve the issue to the satisfaction of all parties.

### 3.03.02 Annual Calendar

An annual calendar will be developed in periodic meetings between the SWPRD Staff and major User Groups. At minimum SWPRD will strive to maintain the following field spaces open:

1. Baseball (60' base-paths) – March 1<sup>st</sup> to November 1<sup>st</sup> one field.
2. Softball - March 1<sup>st</sup> to November 1<sup>st</sup> one field.
3. Baseball (greater than 65' base-paths) – March 1<sup>st</sup> to November 1<sup>st</sup> one field.
4. Open Field Sports – for the full year one full size field and one youth size field.

NOTE 1: There may be situations during these periods where specific fields will be modified to accommodate User groups or special events and may not be available for the above detailed usage.

NOTE 2: It is incumbent upon all User groups and individual users to take actions to prevent excessive wear and tear to fields and facilities from any one event or program. SWPRD Staff will coordinate with leaders of major User groups to ensure rotation of activity and other steps are consistently taken to maintain fields and facilities in the best possible condition.

NOTE 3: If extraordinary circumstances will impact the ability to maintain minimum fields open per the schedule shown above, SWPRD Staff will notify all effected user groups and the SWPRD Board of Commissioners the same day as the incident.

### 3.03.03 Reserving Fields and Facilities for Use

Requests to reserve fields and facilities are made using a “Facility and Field Request” form available on the SWPRD Website ([www.swparks.org](http://www.swparks.org)) or from the SWPRD Staff Office.

Reservation requests will be taken at any time and must be made a minimum of three business days in advance of the requested date(s). When a reservation request is received, the SWPRD Staff will provide an expected response date for the request.

If SWPRD Staff feels that SWPRD facilities and/or fields are unable to accommodate any reservation request we will notify the user group. Staff will report rejected requests to the Board at the next scheduled Board meeting.

Cancellation of any reservation request must be made in writing to the SWPRD staff. Cancellations made less than 14 days before the rental date will forfeit all rentals fees.

NOTE 1: SWPRD staff may request a formal planning meeting with a user group if a reservation request involves a large number (>50) of users or in other special circumstances.

NOTE 2: User groups with significant annual usage needs must complete a written agreement with SWPRD. These groups include but are not limited to:

1. South Whidbey Youth Soccer Club
2. South Whidbey Little League
3. South Whidbey Youth Football
4. South Whidbey School District

### 3.03.04 Facility and Field Use Priority

Due to limited numbers of Facilities and Fields the District will employ the following priority for facility and field usage. First priority for unreserved facilities or fields will go to SWPRD Programming, followed by South Whidbey School District Programs based on a shared use agreement with that District, followed by other resident and non-resident groups and individuals as listed.

1. SWPRD Programs
2. South Whidbey School District Programs
3. Resident Youth Sports Association
4. Resident Not-For-Profit Organization
5. Resident Individual Application
6. Resident For-Profit Organization
7. Non-resident Youth Sports Association
8. Non-resident Not-For-Profit Organization
9. Non-resident Individual Application
10. Non-resident For-Profit Organization

### **3.03.05 Permits – Special Use.**

Special Use Permits, when required by this chapter, shall be applied for through the Director unless otherwise provided. The Director will approve or reject the Special Use Permit Application and notify the Board of Commissioners regarding the permit. If the Director feels the permit may impact the park in a significant way, he/she may bring the permit to the Board of Commissioners for discussion prior to a decision being made. The granting or denying of permits shall be based upon the policies and standards set forth in this chapter and the regulations of the Board of Park Commissioners, as now or hereafter amended, which are incorporated herein as though fully set forth. Where fees are required by the Board of Park Commissioners for the issuance of permits, payment of such fees will be required with the permit application.

All permits issued by the District shall be subject to other applicable Park Board regulations. The persons to whom such permits are issued ("permittees") shall be bound by said rules, regulations, and ordinances as fully as though the same were contained in such permits. A permittee shall be liable for any loss, damage, or injury sustained by any person by reason of the negligence of the permittee, as well as for any breach of such rules, regulations, or ordinances, to the person or persons so suffering damages or injury.

Should any permit request encompass specific facilities in the Parks (sports fields, meeting rooms, picnic shelters, etc.), additional fees will be assessed to recover those costs, ie: facility and picnic shelter rentals. The additional fees will be assessed based on the times the facilities and/or shelters are blocked out of inventory and based on published facility/picnic shelter fee schedule.

The District reserves the right to require security personnel for any use (public or private) based on the activities, hours, location, and number of people involved in the use. It is the sole responsibility of the applicant to pay for all services rendered by off duty police officers and/or private security firms providing services. The safety of participants, and protection of public and park assets are the overriding factors when determining security needs

Any person claiming to have a permit from the District must produce and exhibit such a permit upon the request of any authorized person who may desire to inspect the same.

It is necessary for any person/organization who conducts or participates in any organized entertainment, demonstration, or public gathering in any park with expected attendance of over 250 people, the intent to use facilities in a manner not intended, or if the event would, in the opinion of the District Director, have a significant impact on District facilities, staff, resources, or park users to obtain the prior written permission of the Board of Commissioners. The procedure for application and consideration of a Special Use Permit for this purpose is as follows:

- A. Any person desiring a permit under the above provisions shall file a written application through the Director no later than one month prior to the date of proposed use. The application shall state the purpose for which the park would be used, the date and time of the proposed use, the name of the park and the area thereof that would be used, the anticipated number of persons who will be present, and such other information reasonably relating to the contemplated use.
- B. In reviewing an application under this section, the Director shall consider the following conditions and standards:
  1. The size of the park and any specialized purpose for which it is usually used or for which specialized facilities have been provided;
  2. The location of the park, its aesthetic character and physical characteristics, and the character of the area surrounding it;
  3. The anticipated size of the proposed use and assemblage;
  4. Policing problems that may arise from the intended use;
  5. The effect of the intended use, including consideration of the noise to be expected, upon the adjacent area and its occupants; and
  6. Other activities scheduled for the parks at the anticipated time and place.
- C. If, under the conditions set forth in subsection B of this section, the Director or the Board of Commissioners determines that the safety, comfort, and convenience of the public in the use of the parks, or in the usage of the area adjacent to the parks, would be unduly disturbed, they may deny the application, may impose restrictions upon the permit, or may issue a permit for a different date, time, park, or park area so as to alleviate such burden.

### 3.03.06 Field General Use Policies

#### **Winter Policies**

- Winter season defined as November 1 – March 1
- Mandatory pre-season meeting in November with coaches and Sponsor Organization representatives.
  - Coaches will be required to sign consent to policy form.
- Soccer teams training with full sized goals & all games default to the Elementary field as their primary field
- No games scheduled November 1-March 1 before 11:00am.
- The game schedule needs to be approved by Parks Department staff **prior** to distribution to parents.

- Fields will be closed for a minimum of 2 days following any snow accumulation that covers the field.

### **Select Teams**

- All select teams require a separate application and will pay \$50/month, paid in advance, for up to three field uses a week. This fee will not be prorated if fields are not available for the entire month.
- The applicant for the select team will be the point of contact (POC) for all communication. In most cases the POC should be the coach. If it is anyone other than the coach, preapproval is required.

### **Other Policies**

- Field decisions on location and availability made by SWPRD staff are final and not negotiable.
  - The SWPRD reserves the right to suspend field availability at any time during periods of inclement weather and for necessary field maintenance or improvement projects.
- All Sponsor Organizations must identify one or at most two representatives that communicate with SWPRD staff. If the representative(s) are unavailable, they need to appoint a temporary contact person.
- All concerns or questions initiated by coaches, parents or volunteers directed to SWPRD staff go through the Sponsor Organization representative(s) only or the SWPRD Director. With the exception of a select teams POC.
  - Field use may be revoked if there is persistent badgering, harassment, or negative communication from any volunteer or persons connected to the Sponsor Organization or person in charge of rental.
- Charges will be incurred for unauthorized or unscheduled use
  - In the event of a significant violation, access to SWPRD parks and facilities may be curtailed or restricted in accordance with the District Conduct Policy
  - Anyone who refuses to leave the park when instructed by staff may have their access to SWPRD parks and facilities terminated in accordance with the District Conduct Policy
- All fee based private instruction on the sports fields requires an application and payment.
  - If anyone accesses the on-site storage units for the purpose of unauthorized private instruction, the sponsoring organization will be notified and if that individual is associated with their association, they will be expected to address the issue and if needed revoke access from that individual.
- High school soccer teams will primarily use the elementary soccer field for practices. As a guiding principle, U14, U15 and U17 teams will be scheduled at the elementary field.
- All regular field user groups must turn in applications annually, which includes a Certificate of Insurance and confirmation that background checks have been completed on all volunteers.
- Groups of more than 10 people that meet regularly must apply for field use to the SWPRD.
- No more than 100 users in the park from one user group at a time. Scheduling should allow for gaps so that large groups are not scheduled back-to-back to prevent parking and septic issues.
- Parks staff will strive to give at least 48 hours' notice when a change or cancellation of a field occurs. There will be times when staff will give less notice due to weather or circumstances

beyond their control. When this happens, staff will notify user representatives as soon as possible.

### 3.04 Public Records Disclosure Requests

The purpose of this policy is to establish the procedures the District will follow when handling requests for public records in accordance with the state Public Records Act (PRA)

All requests for public records shall be submitted to the Executive Director or the Business Manager of the District.

Brian Tomisser, Executive Director  
South Whidbey Parks and Recreation District  
5475 Maxwellton Road  
Langley, WA 98260  
360.221.6488  
[director@swparks.org](mailto:director@swparks.org)

Carrie Monforte, Business Manager  
360.321.6930  
[swparks@swparks.org](mailto:swparks@swparks.org)

#### Form and Manner of Request for Public Records

- A. **Written Requests:** Written Requests for public records should be delivered to the Director at the SWPRD Office. The District will provide a Public Requests form, which can be found on the District website.
- B. **Email Requests:** All record request forms submitted by email must be sent to [director@swparks.org](mailto:director@swparks.org). Confirmation of receipt of the request will be sent by the Director within one business day. If not, email is received, the person submitting must call the District office for confirmation that email was received.

**Identifiable Record.** A requestor must request an “identifiable public record” or “class of records” before the District must respond to it. An identifiable public record is a record in existence at the time of the request and one the District can reasonably locate. The District is not required to create records or documents that do not exist at the time of the request. The PRA does not allow a requestor, or require an employee, to search through District files for records that cannot be reasonably identified or described by District staff.

The District shall make available for public inspection and copying all identifiable public records in existence at the time of the request, unless the records fall within specific exemption, or other statute which exempts or prohibits disclosure of specific information or records. Cost of copying will be charged to the person requesting the information and not paid for by the District.

The PRA defines “public record” to include any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the agency. "Writing" means handwriting, typewriting, printing, photo stating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video

recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

Information needed for Requests. Public records requests should include the following information: name of requestor; contact information sufficient to allow the Director to contact the requestor (such as mailing address, telephone number, or e-mail address); identification of the public records requested so that the Director may locate the records; date of the request; information sufficient to notify the Director whether the requestor wishes to have copies of records, or inspection of records. A requestor need not state the purpose of the request. However, in an effort to clarify or prioritize a request and provide responsive records, the Director or designee may inquire about the nature or scope of the request. If the request is for a list of individuals, the PRO may ask the requestor if he/she intends to use the records for a commercial purpose. The District is not authorized to provide lists of individuals for a commercial purpose.

Overbroad Requests. The District cannot deny a request for identifiable public records based solely on the basis that the request is overbroad. However, if such a request is not for identifiable public records or otherwise is not proper, the request may be denied. When confronted with a request that is unclear, the Director or designee should seek clarification from the requestor within five (5) business days of receipt of the request.

Request for information. Requests for information are not public records requests. The District is not required to conduct legal research for a requestor. The District is not required to create a new record in response to a request.

The District must respond to a request for public records within five (5) business days, not including the day the request was received, of receipt of the request. Any request for records received after 5:00 p.m. shall be deemed to have been received on the next business day.

The initial response must do one or more of the following four (4) things:

- 1) Provide the records requested or make the records available for inspection or copying. The District may provide access to a public record by providing a requestor with a link to the District's website containing an electronic copy of that record;
- 2) Acknowledge that the District has received the request and provide an estimate of a reasonable amount of time the District will require to fully respond;
- 3) Seek clarification of the request;
- 4) Deny the request with citation to the statute authorizing exemption and a brief explanation of how the exemption applies to the records.

## CHAPTER IV. PERSONNEL

**Note:** *This section comprises the majority of our employee handbook, which is why the phrase 'handbook' is referenced multiple times.*

### 4.00 Introduction

The Personnel policies deal with the administration of the District's employees in accordance with all local, state and federal laws.

### 4.01 Personnel Policy Manuals

The Director shall develop and maintain procedures to insure the distribution of an appropriate Employee Handbook to every full-time and part-time employee of the District. All employees are required to sign an acknowledgement confirming that they have received, and are required to read, the Handbook.

### 4.02 Customer Relations

Customers are among our District's most valuable assets. Each of you represents SWPRD to our customers and the public. The way we do our jobs presents an image of our entire District. Customers judge us by how they are treated each time they have contact with us. Therefore, one of our top business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

If a customer wishes to make a specific comment or complaint, you should direct that person to the Director for appropriate action. Remember that your contacts with the public in person, over the telephone, and through all your communications reflect not only on you but on SWPRD as a whole. Positive customer relations serve to increase public satisfaction with SWPRD personnel, services, and facilities and enhances the public image of the District.

### 4.03 Nature of Employment

This handbook is intended to provide you with a general understanding of the personnel policies of SWPRD and to answer many common questions. You are encouraged to review all the policies in the handbook and become familiar with them.

However, this handbook cannot anticipate every situation or answer every question about employment. This handbook is also not an employment contract and is not intended to create contractual obligations of any kind. Since employment at SWPRD is based on mutual consent and is at will, either you or SWPRD have the right to end the employment relationship at any time, with or without cause or advance notice.

In order to retain necessary flexibility in the administration of policies and procedures, we reserve the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for the policy of employment-at-will. The only recognized deviations from the policies in this handbook must be authorized and signed by the Director of SWPRD.

### 4.04 Employee Relations

We believe that the work conditions, wages, and benefits we offer to SWPRD employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly

and directly to your supervisor.

Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that SWPRD amply demonstrates its commitment to employees by responding effectively to employee concerns.

#### **4.05 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at SWPRD will be based on merit, qualifications, and abilities. SWPRD does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

We will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy covers all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question or concern about any type of discrimination in the workplace, you are encouraged to bring the issue to the attention of your supervisor or the Director. At SWPRD, be assured that you can raise concerns and make reports without fear of reprisal. Further, anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

#### **4.06 Business Ethics and Conduct**

The successful business operation and reputation of SWPRD is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Our continued success is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to SWPRD, our customers, and shareholders to act in ways that will merit the continued trust and confidence of the public.

As an organization, SWPRD will comply with all applicable laws and regulations and we expect our directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, you should find that using good judgment, based on high ethical principles, will guide you to act appropriately. If you are unsure about the proper course of action, you should discuss the matter openly with your supervisor. If necessary, you may also contact the Director for advice and consultation.

It is the responsibility of every SWPRD employee to comply with our policy of business ethics and conduct. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

#### **4.07 Personal Relationships in the Workplace**

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is defined as any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees regardless of their gender or sexual orientation.

You may not occupy a position that works directly for or supervises a relative, or a position that is in the same chain of command of a relative. You may not be involved in a dating relationship with an employee who either works directly for you or supervises you, or is in a position that is in the same chain of command as you. SWPRD also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that might affect the review of employment decisions.

If two people who are in a reporting situation described above subsequently develop a relative relationship or dating relationship, the person in the relationship who is the supervisor is responsible and obligated to disclose the existence of the relationship to management. We will then ask the individuals involved to decide, if possible, which one of them is to be transferred to another available position. If that decision is not made within 30 calendar days, SWPRD will decide who is to be transferred or, if necessary, terminated from employment.

If there a situation where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

#### **4.08 Immigration Law Compliance**

SWPRD is committed to employing only United States citizens and aliens who are legally authorized to work in the United States. We also do not unlawfully discriminate on the basis of citizenship or national origin.

In order for us to comply with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. Former employees who are subsequently rehired must also complete an I-9 and provide appropriate documentation if 1) they have not completed an I-9 with SWPRD within the past three years, or 2) their previous I-9 is no longer valid or was not retained.

If you have questions or want more information on immigration law issues, you are encouraged to contact the Director. At SWPRD you can raise questions or complaints about immigration law compliance without fear of reprisal.

## 4.09 Conflicts of Interest

As a municipal Entity, the district is subject to section 42.23 RCW which covers the area of conflict of interest for municipal officers and their assistants or deputies. Since some employees may be working in the role of where they may be deemed an assistant or deputy of a municipal officer, this section of RCW could apply to an employee.

As an employee of SWPRD, you have the obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. In this policy, SWPRD is establishing the framework within which we wish to operate. These guidelines are intended to provide a general direction so that you can get further clarification on areas that affect you. For more information or questions on conflict of interest, contact the Director.

All transactions with firms outside SWPRD must be conducted within the framework established and controlled by the executive level of SWPRD. Business dealings with outside firms should not result in unusual gains for those firms. "Unusual gains" refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of business dealings with SWPRD. For the purposes of this policy, we define a relative as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

There is no "presumption of guilt" created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts, or leases, it is imperative that you disclose this fact to an officer of SWPRD as soon as possible. By alerting us to the existence of any actual or even a potential conflict of interest, we can establish safeguards to protect all parties.

The potential for personal gain is not limited to situations where an employee or relative has a significant ownership in a firm with which SWPRD does business. Personal gains can also result from situations where an employee or relative receives a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealings involving SWPRD.

We consider abuse of this policy to be a very serious matter. Therefore, failure to follow this conflict of interest policy may be grounds for disciplinary action, up to and including termination of employment.

## 4.10 Outside Employment

SWPRD employees may hold outside jobs as long as they can satisfactorily perform their SWPRD job and there is no interference with our scheduling demands.

All employees will be held to the same standards of performance and scheduling expectations, regardless of any outside job. If we determine that outside work is impacting your performance or the ability to meet our requirements, which may change over time, you will be asked to terminate the outside job in order to stay employed at SWPRD.

If your outside employment has an adverse impact on SWPRD, it will be considered a conflict of interest.

### 4.11 Disability Accommodation

SWPRD is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities.

All employment practices and activities are conducted on a non-discriminatory basis. Our hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. When requested, we will make job applications available in alternative, accessible formats, as well as provide assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to an employee with a disability if the disability affects the performance of job functions. We make all employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. We make leaves of all types available to all employees on an equal basis.

SWPRD is also committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability. SWPRD will follow any state or local law that provides individuals with disabilities equal to or greater protection than the ADA.

This policy is neither exhaustive nor exclusive. SWPRD is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

### 4.12 Job Posting

Our job posting program provides you with the opportunity to indicate your interest in open positions and advance within the District according to your skills and experience. In general, we post all regular, full-time job openings, although SWPRD reserves its right to not post a particular opening.

Job openings will be posted on the website, and normally remain open for 14 days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To apply for an open position, submit a job application to the Supervisor listed in the job posting listing your job-related skills and accomplishments. You should also describe how your current experience with SWPRD and prior work experience and/or education qualifies you for the position.

We recognize the benefit of developmental experiences and encourage you to talk with your supervisor about your career plans. We also encourage supervisors to support employees' efforts to gain experience and advance within SWPRD.

After you apply for a job, your current supervisor may be contacted to verify your performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. We may also use other recruiting sources to fill open positions when it is in the best interest of the District.

### 4.13 Employee Categories and Classifications

Understanding the definitions of the employment classifications at SWPRD is important because your classification is one of the factors that determine your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Since employment with SWPRD is based on mutual consent, either you or SWPRD have the right to terminate the employment relationship at will at any time, with or without cause or advance notice.

Depending on your position, you are designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written notification by SWPRD management.

In addition to the Exempt and Nonexempt classifications, you also belong to one of the following employment categories:

**REGULAR FULL-TIME** employees are employees who are not in a temporary or introductory status AND who are regularly scheduled to work the full-time schedule at SWPRD. Generally, regular full-time employees are eligible for all SWPRD benefit programs, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME** employees are employees who are not in a temporary or introductory status AND who are regularly scheduled to work less than 32 hours per week. While part-time employees receive all legally mandated benefits (workers' compensation insurance), they are ineligible for the other SWPRD benefit programs.

**TEMPORARY/SEASONAL** employees are employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond the initially stated period does not in any way imply a change to employment category or classification. Temporary employees remain in this category. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all other SWPRD benefit programs.

**CASUAL** employees are employees who have established an employment relationship with SWPRD but who are assigned to work on an intermittent and/or unpredictable basis. While casual employees receive all legally mandated benefits (such as Workers' Compensation Insurance), they are ineligible for the other SWPRD benefit programs.

**CALL OUTS** happen when staff are contacted during their non-scheduled hours by a supervisor to deal with an issue at a park, facility or program. When this happens to a non-exempt employee, they will be compensated at a minimum of two hours, regardless if it takes less time to resolve the issue.

On occasion, you may be asked to fill a position on a temporary or 'acting' basis. How you are paid depends on the position. If the position is the same or a lower pay range as your regular position, or if temporary assignment to that position is part of the duties or your current job descriptions, you will continue to be paid at your current rate of pay. If the temporary position is in a higher pay range, you will be paid the greater of five percent above your current pay or Step A of the temporary position's pay range.

The Director must appoint and authorize temporary assignment pay in writing. In the case of the Director position being vacant, the Board of Commissioners must appoint and approve temporary assignment pay. Temporary assignment pay applies only to assignments of 10 or more consecutive working days. The Board of Commissioners can also choose, if the vacancy is going to be extensive to authorize the hiring of an outside temporary staff person to assist in day-to-day operations of the District.

#### **4.14 Access to Personnel Files**

At SWPRD we maintain a personnel file on each employee that includes the job application and related hiring documents, training records, performance documentation, salary history, and other employment records.

Personnel files are the property of SWPRD. Because this information is highly confidential and we respect your privacy, only those persons with a legitimate business reason or as required by law will be allowed access to personnel files.

When you move, change your contact information, or experience changes in your personal information, please make sure to let the Business Manager know.

You may review your personnel records during normal business hours. Should you wish to do so, please make an appointment with the Business Manager. The Business Manager or the Director will be present during such a review. You may include personal comments in your file if you feel it necessary to clarify file information.

#### **4.15 Employment Reference Checks and Driving Abstract**

To help select the best person for the job, SWPRD checks the employment references of job candidates.

The direct supervisor ~~The Office Manager~~ will respond to all reference check inquiries from other employers. If that supervisor is no longer employed with SWPRD, the Business Manager or Director will respond. We will confirm ~~only~~ employment dates, salary information, eligibility for rehire and the positions held.

Staff required to drive a District vehicle must submit a 3-year driving abstract for review. The Director will make the final determination if the applicant is eligible to drive a District vehicle. Any staff who drive a District vehicle must submit a copy of their valid Washington State license and CDL license if job requires.

#### **4.16 Personnel Data Changes**

To help us keep records and benefit program information accurate, please notify SWPRD of any changes to your personal information. The information we need includes your mailing address, telephone

numbers, your marital status, changes to your dependents' information, who to contact in case of an emergency, educational accomplishments, and other possibly relevant information. To make changes or if you have questions about what information is required, contact the Business Manager.

#### **4.17 Performance Evaluations**

Regular performance evaluations benefit you and the District. They provide a written record of your performance and give you the opportunity to discuss with your supervisor how well you are meeting the District's expectations. They give you the opportunity to clarify your job responsibilities, to set goals and to explore your possibilities for advancement within the District.

Performance evaluations are intended to supplement the more frequent feedback and coaching you receive from your supervisor. Two-way communication between employees and supervisors is the best way to improve and maintain performance.

Performance evaluations begin six months after your date of hire. They are then conducted annually during the term of your employment. Supervisors who have staff that have held the same position for 5+ years, can opt to not do a written performance evaluation if both they and the employee feel it would not benefit the employee. Performance evaluations will be signed by staff, their supervisor, the Director, and will be filed in the employee's file with the District.

Two Board members will conduct a performance review with the Director annually.

#### **4.18 Employment Applications**

SWPRD relies on the accuracy of the information provided on the employment application, as well as the accuracy of other data presented during the hiring process and employment. If there are any misrepresentations, falsifications, or material omissions in any of this information, we may exclude that applicant from further consideration. If the person was already hired, it could result in termination of employment.

#### **4.20 Job Descriptions**

SWPRD makes every effort to create and maintain accurate job descriptions for all positions within the District. Each description includes sections for job information; a job summary (giving a general overview of the job's purpose); essential duties and responsibilities; supervisory responsibilities; qualifications (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required); physical demands; and work environment.

We use job descriptions to help new employees understand their job duties and to set standards for employee performance evaluations. Job descriptions are also used to identify the requirements of each position, establish hiring criteria, and establish a basis for making reasonable accommodations for individuals with disabilities.

The Director prepares job descriptions when new positions are created. Existing job descriptions are also reviewed and revised at least every three years in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. You can also be helpful by making sure that your job description accurately reflects the work you do.

We would like you to remember that job descriptions do not necessarily cover every task or duty that you might be assigned, and that additional responsibilities may be assigned as necessary. You can contact the Director if you have any questions or concerns about your job description.

#### 4.21 Salary Administration

The salary administration program at SWPRD was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because we believe that recruiting and retaining talented employees is critical to our success, we are committed to paying our employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. Compensation Study- At least every five years, all full-time staff will have their positions re-evaluated by an outside company. Part-time staff will have their positions evaluated with comparisons to other cities or jurisdictions internally. Individual staff can request an audit of their specific position if they feel duties have changed from the time of the last compensation study. The Director will decide whether to proceed with the individual job audit.

At the direction of the Board of Commissioners, a Step-in-Grade Compensation system has been implemented for the South Whidbey Parks and Recreation District for all full-time positions. The current Step in Grade Matrix will be kept on file in the District office with this policy. All full-time employees will be placed at a specific step within the grade for their position. New employees to the District and employees changing positions within the District may be placed at a specific step within the Grade for their position based upon their qualifications and experience. Employees will progress through the remaining steps within the Grade for their position annually on January 1<sup>st</sup> each year until they reach the last step for their particular grade.

As a part of the budgetary process, the Step-in-Grade salary matrix may be adjusted for the cost of living annually on January 1<sup>st</sup> by a rate not to exceed the Employment Cost Index (ECI) for Wages and Salaries (not seasonally adjusted) for Public Administration for the 12 months ending June of the year prior to the budget year.

In addition to and distinctly separate from the step-in-grade salary system, all full-time employees are eligible for an annual bonus in recognition of truly superior performance. Any bonuses paid are not additive to an employee's salary and are based on funds being available in the budget. At his or her own discretion, the Director may award a bonus of up to 0.5% of an employee's salary with an additional 1.0% available with the approval of the Board of Commissioners. Any bonus for the Director is given at the discretion of the board.

All part-time, temporary/seasonal, and casual employees will be eligible to receive merit pay increases at the discretion of their direct supervisor at a rate not to exceed 3% of their hourly rate. No part-time, temporary/seasonal, or casual employee will be given more than one pay increase in a twelve month period without the prior approval of the Director.

If you have a question about the pay practices for your department, you can talk with your supervisor.

The Director is also available to answer questions about SWPRD's salary administration program.

(Amended by the Board of Commissioners 1-21-2015 Resolution 2015-01)

## 4.22 Medical Information Privacy

The benefits programs, for example health benefit plans, dental plans, and pharmacy benefit programs (collectively referred to as the Benefit Plans) for district full-time employees are subject to all state and federal regulations pertaining to medical information privacy in their current iterations and as amended. For more information on these privacy regulations please contact the District Director or the benefits plans companies directly.

## 4.23 Employee Benefits

SWPRD provides a wide range of benefit programs to eligible employees. Certain legally required programs cover all employees in the manner required by the laws.

Your eligibility for each benefit program depends on a variety of factors, including your employee classification and category. To better understand exactly which benefit programs you are eligible for, talk to your supervisor. You will find details about many of these programs elsewhere in the employee handbook. In some cases, a policy may also refer you to other sources, such as the Summary Plan Document for that benefit.

The following benefit programs are available to eligible employees, subject to terms and conditions of each program:

- \* Auto Mileage
- \* Bereavement Leave
- \* Dental Insurance
- \* Health Insurance
- \* Holidays
- \* Jury Duty Leave
- \* Travel Allowances
- \* Recreational Activities
- \* Sick Leave Benefits
- \* Vacation Benefits
- \* Vision Care Insurance
- \* Long term disability
- \* Accidental Death and Dismemberment
- \* Life Insurance

While some of the benefit programs we offer may require you to contribute to the cost, many programs are fully paid by SWPRD.

## 4.24 Vacation Benefits

SWPRD offers vacation time off with pay to Regular full-time employees for rest, relaxation, and personal pursuits. Accrual of vacation hours begins on the 1<sup>st</sup> day of the month following employee start date.

The amount of paid vacation time you receive each year increases with the length of your employment as shown in the following schedule:

First Year	10 days
Second Year	11 days
Third Year	12 days
Fourth and Fifth Year	14 days
Sixth and Seventh Year	16 days
Eight and Ninth Year	18 days
Tenth and Eleventh Year	20 days
Twelfth and Thirteen Year	22 days
Fourteenth and Fifteen Year	23 days
Sixteenth Year and thereafter	25 days

The length of eligible service is calculated on the basis of a "benefit year." A "benefit year" is defined as the 12-month period that begins when you start earning vacation time. Your benefit year may be extended for any significant leave of absence except military leave of absence. (Military leave has no effect on the benefit year calculation.) See the leave of absence policies in this handbook for more information.

Once you enter an eligible employment category, you begin to earn paid vacation time according to the schedule in this policy. You can request to use vacation time after it is earned.

You may use vacation time in minimum increments of one-quarter hour. You may only use vacation time as it accrues, any time off that is taken beyond vacation time accrued will be processed as unpaid leave. Exempt staff will use 8-hour blocks for a full day of vacation. Exempt staff will only claim a partial day of vacation if they work less than 4 hours in one workday. To schedule vacation time, you should first request advance approval from your supervisor. Each request will be reviewed based on a number of factors, including our business needs and staffing requirements.

Vacation time off is paid at your base pay rate at the time of the vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

In the event that you do not use your available vacation by the end of the benefit year, you may carry over the unused time to the next benefit year. If the total amount of unused vacation time exceeds a "cap" equal to two times the annual vacation amount, at the end of the calendar year, any time above your cap will be forfeited.

If your employment terminates, you will be paid at 100% for any unused vacation time, not to exceed the two times the annual vacation amount "cap" referred to earlier in this section, that has been earned through your last day of work.

#### 4.25 Holidays and Management Time

SWPRD gives holiday time off to all employees on the following holidays:

- \* New Year's Day (January 1)
- \* Martin Luther King, Jr. Day (third Monday in January)
- \* Presidents' Day (third Monday in February)
- \* Memorial Day (last Monday in May)

- \* Juneteenth (June 19)
- \* Independence Day (July 4)
- \* Labor Day (first Monday in September)
- \* Veterans' Day (November 11)
- \* Thanksgiving (fourth Thursday in November)
- \* Day after Thanksgiving
- \* Christmas (December 25)

We provide holiday time off with pay to Regular full-time employees immediately upon assignment to an eligible employment classification. If you are eligible for paid holidays, your holiday pay will be calculated on your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked on that day.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, the employees will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday. At the staff's discretion, they can choose to have comp time at one and one-half times in lieu of overtime pay. If eligible exempt employees work at least 2 hours on a recognized holiday, with Supervisor pre-approval, the employees will receive one additional floating holiday to be used during the same calendar year.

In addition to the recognized holidays previously listed, eligible employees will receive 1 floating holiday on January 1 of each calendar year. These must be used in the year they are awarded and shall be non-cumulative and non-compensable upon separation of employment. ~~in each anniversary year.~~ To use a floating holiday, you should first request advance approval from your supervisor.

Management Time: According to the Fair Labor Standards Act "exempt" classified employees are eligible for time off with pay in lieu of overtime or compensatory pay as management time. Management time is awarded annually on January 1<sup>st</sup> and is to be used in the year of accrual. All exempt staff receive three management days per year.

Employees hired into an exempt position mid-year will receive management days on January 1<sup>st</sup> following their date of hire. Management days cannot be carried over into the following year and cannot be cashed out. Upon separate of employment, any accrued management days are forfeited.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

#### **4.26 Workers' Compensation Insurance**

SWPRD provides a comprehensive workers' compensation insurance program to our employees. The workers' compensation program covers injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to the applicable legal requirements, this program provides benefits after a short waiting period or, in the event of hospitalization, immediately.

It is critical that you inform your supervisor immediately about any work-related injury or illness,

regardless of how minor it might appear at the time. Immediate reporting ensures that, if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets us investigate the matter promptly.

Workers' compensation is intended to cover only work-related injuries and illnesses. Because of this, neither SWPRD nor our insurance carrier will be liable for the payment of workers' compensation benefits for injuries that might occur during employees' voluntary participation in off-duty recreational, social, or athletic activities we may sponsor, whether or not the activities(s) occur on SWPRD property.

#### 4.27 Sick Leave Benefits

SWPRD provides paid sick leave benefits to Regular full-time employees for periods of temporary absence due to illnesses or injuries. Once eligible, Full-time employees will accrue sick leave benefits at the rate of 12 days per year (1 day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year." This is the 12-month period that begins when you start earning sick leave.

##### \*Part-time/Seasonal employees

Part-time/Seasonal employees accrue paid sick leave according to the guidelines of the Washington Paid Sick Leave Law, which current is at the rate of one hour of paid sick leave for every 40 hours worked.

Part-time/Seasonal employees are entitled to use accrued paid sick leave beginning the 90<sup>th</sup> calendar day after the start of their employment. If you separate from your employer and are rehired within 12 months, any days worked before leaving your job will count toward this 90 day period.

Part-time/Seasonal employees may carry over any unused sick leave of 40 hours or less over to the next calendar year. Employees' unused paid sick leave balances must be reinstated if an employee is terminated or leaves their job for any reason and returns to the same employer within 12 months.

Paid sick leave can be used in minimum increments of one-quarter hour. You may use sick leave benefits for an absence due to your own illness or injury, or that of your child, parent, or spouse. You may only use sick time as it accrues, any time off that is taken for illness beyond sick time accrued will be processed as unpaid leave. Exempt staff would only claim a partial day sick leave if they worked less than four hours in one day. Otherwise, Exempt staff would only claim sick leave if they missed a full 8-hour day.

If you are unable to report to work due to illness or injury, you should notify your supervisor before the scheduled start of your workday if possible. Your supervisor must also be contacted on each additional day of absence.

If you are absent for three or more consecutive days due to illness or injury, a physician's statement may be required verifying the disability and its beginning and expected ending dates. The same verification may be requested for other sick leave absences as well and may be required as a condition of receiving sick leave benefits. Before returning to work from a sick leave absence of 3 calendar days or more, you must provide a physician's verification that you may safely return to work.

Sick leave benefits will be calculated based on your base pay rate at the time of the absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift

differentials.

As an additional condition of eligibility for sick leave benefits, if you are on an extended absence, you must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that you are eligible to receive from state disability insurance, workers' compensation, or SWPRD-provided disability insurance programs. The combination of any such disability payments and sick leave benefits may not exceed your normal weekly earnings.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence.

If you separate from the District, you or your beneficiary will receive payment equal to 25% of your accrued and unused sick leave, provided that the total cashout does not exceed 32 hours. This reflects an employee with 128 hours in their bank. This cash out does not apply to any employee who leaves employment during the first year after hire.

**Sick Leave Cashout Program:** Employees who have enough sick hours accumulated can choose to enroll in an annual cashout program. Enrollment in this program at any time will result in not cashing any sick time hours out upon separation with the District. Participating staff will have to fill out an annual form declaring whether or not they will be participating in this program the following year by December 1<sup>st</sup>. The following is the guidelines for the Annual Sick Leave Cash Out Program:

If you have at least 300 Hours of accumulated sick hours at the end of the calendar year, you may cash out 25% of the unused hours that were accumulated in that calendar year.

If you have at least 720 Hours of accumulated sick hours at the end of the calendar year, you may cash out 50% of the unused hours that were accumulated in that calendar year.

Staff hired prior to May 2024 have the option of continuing the previous Sick Leave cash out policy as stated below. Staff will have to decide by July 1, 2024 if they choose to stay under the old policy or the new policy.

**Previous Policy: (not available to staff hired after April 2024)**

Unused sick leave benefits will be allowed to accumulate until you have accrued a total of 60 calendar days of sick leave benefits. Once 60 days of sick leave benefits have been accrued, any unused sick leave accruals above the 60 days reserve will be paid out at the end of the calendar year at 100%.

Upon termination of employment, an employee with a balance of accrued sick time shall be entitled to receive compensation based on a graduated schedule of months of service, such as:

<u>Months of Service</u>	<u>% of Accrual</u>
25-48	10%
49-72	20%
73-96	30%
97-	40%

## 4.28 Bereavement Leave

In the event that you need to take time off in the event of the death of an immediate family member, SWPRD provides bereavement leave. To request bereavement, leave, see your supervisor.

We grant up to 3 days of paid bereavement leave to regular full-time employees.

During paid bereavement leave, your pay will be calculated based on your pay rate at the time of absence, excluding any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

We will normally grant bereavement leave unless there are unusual business needs or staffing requirements that prevent accommodating the request. You may also, with supervisory approval, use any available paid leave benefits, such as vacation, for additional time off as necessary.

The bereavement leave policy defines "immediate family" as your spouse, parent, child, or sibling; your spouse's parent, child, or sibling; your child's spouse; or your grandparents or grandchildren. We will also give special consideration to a request for bereavement leave for a person whose association with you was similar to any of the above relationships.

The District reserves the right to request substantiation of any death and/or confirmation of funeral attendance from any employee requesting or receiving paid bereavement leave.

## 4.29 Jury Duty

SWPRD encourages you to fulfill your civic responsibilities by serving jury duty when required.

If you are a regular full-time employee on paid jury duty leave, you will be compensated at your base rate of pay for the number of hours you would normally have worked that day, less any money received for performing jury duty. Staff are eligible for up to two weeks of paid time, anything beyond this will require staff to use their vacation days or receive pre-approval from the Director for extended paid leave to cover an extended jury service. You are allowed to keep any mileage and parking reimbursements associated with jury duty, but must submit any other payment received for jury duty service to the District. You are expected to report to work on any day that you are released from service with four or more hours left in your regular shift.

If you receive a jury duty summons, show it to your supervisor as soon as possible so that arrangements can be made to accommodate your possible absence from work. You are expected to report for work whenever the court schedule permits.

Either you or SWPRD may request you be excused from jury duty if necessary. We may request that you be relieved from serving on jury duty if we believe that your absence would cause serious operational difficulties for SWPRD.

Subject to the terms, conditions, and limitations of the applicable plans, SWPRD will continue to provide insurance benefits for the full period of unpaid jury duty leave.

## 4.30 Insurance

### 4.30.01 Health Insurance

The health insurance plan at SWPRD offers Regular full-time employees access to medical, dental, and vision care insurance benefits starting the 1<sup>st</sup> day of the month following hire. Staff hired after the 15<sup>th</sup> of the month, may not be eligible until the month following the 1<sup>st</sup> day of the month, based on availability. Staff hired on the 1<sup>st</sup> day of the month may be eligible for immediate medical insurance coverage.

Eligible employees may participate in the health insurance plan subject to the terms and conditions of the agreement between SWPRD and the insurance carrier. The District pays for 100% of the premiums for any employee and 80% of the premiums for spouses/dependents that elect to participate in the medical, dental and vision insurance plans.

You will find details of the health insurance plan in the Summary Plan Description (SPD). When you become eligible, you will receive an SPD and rate information prior to the enrollment date. For questions about health insurance, contact the Business Manager (or Director) for additional information.

### 4.30.02 Other Insurance Coverages

The District provides additional insurance options for Regular full-time employees including Accidental Death and Dismemberment, Term Life Insurance, and Long Term Disability insurance. All of the coverages and amounts of coverage are determined by the District and the premiums for Regular full-time employees are paid 100% by the District.

The health insurance plan at SWPRD offers employees access to medical, dental, and vision care insurance benefits.

Eligible employees may participate in the health insurance plan subject to the terms and conditions of the agreement between SWPRD and the insurance carrier.

You will find details of the health insurance plan in the Summary Plan Description (SPD). When you become eligible, you will receive an SPD and rate information prior to the enrollment date. For questions about health insurance, contact the Business Manager (or Director) for additional information.

## 4.31 Timekeeping

Nonexempt and exempt employees are responsible for accurately recording the hours they work. This information also helps SWPRD comply with the laws that require us to keep accurate records of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" is defined as all the time nonexempt staff spend performing assigned duties.

If you are a nonexempt employee, you must accurately record the time you begin and end your work, as well as the beginning and ending time of any meal periods, split shifts, or if you leave the workplace for personal reasons. Also, you always need to receive advance approval before working any overtime hours.

Exempt staff are required to work a full day but are not required to track exact hours worked daily. On their timesheet they can place a 'P' for present. Supervisors are responsible for ensuring staff are

working a full week. If Exempt staff work less than 4 hours in a workday, they must use leave benefits to compensate for the missed hours to complete an 8-hour workday. Exempt staff who work in multiple Labor classes, will be required to note the hours performed at higher risk classification.

We consider attempts to falsify timekeeping records a very serious matter. Therefore, any of the following actions may result in disciplinary action, up to and including termination: altering, falsifying, tampering with time records, or recording another employee's time record.

You are also responsible for signing your time records to certify their accuracy. Your supervisor will then review and initial the time records before submitting for payroll processing. In addition, if corrections or revisions are made to the time record, both the employee and supervisor must initial the changes on the time record as being accurate. The timesheet of the Executive Director will be emailed to the Board Chair to provide accountability.

### **4.32 Paydays**

All employees are paid bi-monthly on the 15th and last day of the month. For non-exempt employees, each paycheck includes earnings for all work performed through the end of the previous payroll period. For exempt employees, each paycheck includes earnings for all work performed through the end of the current pay period.

If a regularly scheduled payday falls on a day off, such as a weekend or holiday, you will be paid on the last workday before the regularly scheduled payday.

### **4.33 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any District, and many of the reasons for termination are routine. These are some of the most common circumstances for employment terminations:

- \* Resignation - voluntary employment termination initiated by an employee.
- \* Layoff - involuntary employment termination initiated by SWPRD for non-disciplinary reasons.

We will generally schedule an exit interview at the time of employment termination. The exit interview is an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of any outstanding debt to SWPRD, or return of SWPRD-owned property. It is also a time for you to voice any suggestions, complaints, and questions you may have.

Since employment with SWPRD is based on at will, either you or SWPRD have the right to terminate the employment relationship at will, with or without cause or advance notice, at any time.

When your employment ends, you will receive your final pay in accordance with applicable state law.

Your benefits are affected by termination in several ways. All accrued, vested benefits that are due and payable at termination will be paid out. Some benefits may be continued at your expense if you choose. You will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations for continuing them.

### **4.34 Administrative Pay Corrections**

SWPRD takes all reasonable steps to ensure that you receive the correct amount of pay in each

paycheck and that you are paid on the scheduled payday.

In the unlikely event that there is an error in the amount of pay you receive, you should promptly advise the Business Manager so that the discrepancy can be corrected as quickly as possible.

### **4.35 Pay Deductions**

SWPRD is legally required to make certain deductions from every employee's compensation. Among these deductions are federal, state, and local taxes as appropriate. For Regular Full-Time staff, SWPRD contributes the employer Social Security amount to WA State Deferred Compensation Program with a 7% employee match from the employee, instead of Social Security by matching the amount of the previous Social Security taxes deducted from your compensation and placing it into the state's deferred compensation program. All part-time staff are part of the Social Security program.

If you have questions concerning why a deduction was made from your paycheck or how your paycheck is calculated, consult with your supervisor.

### **4.36 Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, SWPRD has established a workplace safety program. This program is a top priority at SWPRD. The Director is responsible for implementing, administering, monitoring, and evaluating the safety program. The success of the program depends on the alertness and personal commitment of everyone.

We provide information to employees about workplace safety and health issues through regular internal communication channels. These may include supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. If you have an idea, concern, or suggestion for how to improve safety in the workplace, we encourage you to tell your supervisor, another supervisor, or the Director. We want you to be assured that you can report any concerns about workplace safety anonymously if you wish and you can make a report without fear of reprisal.

You are expected to obey all safety rules and use caution in your work activities. You must immediately report any unsafe condition to the appropriate supervisor. If you violate SWPRD safety standards, cause a hazardous or dangerous situation, or fail to report or, where appropriate, remedy such situations, you may be subject to disciplinary action, up to and including termination of employment.

In the case of an accident that results in an injury, regardless of how insignificant the injury may appear, you should immediately notify the Director or the appropriate supervisor. Prompt reporting can ensure legal compliance and quick initiation of insurance and worker's compensation benefits procedures.

### **4.37 Work Schedules**

Work schedules for employees vary throughout SWPRD. Your supervisor will advise you of your specific work schedule. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

In some cases, we may offer flexible scheduling, or flextime, to allow employees to vary their starting and ending times each day within established limits. We make flextime possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, your

performance, and the nature of your job will be considered before approval of flextime. You should consult your supervisor to request participation in the flextime program.

#### **4.38 Use of Phone and Mail Systems**

SWPRD provides employees access to telephones and mail services to help them do their jobs. This policy explains our guidelines for using telephones and mail services responsibly and productively. While phone and mail service usage is intended for job-related activities, we permit incidental and occasional brief personal use within reasonable limits.

We may require you to reimburse SWPRD for charges resulting from any expenses beyond normal monthly phone billings.

It is not acceptable to use SWPRD postage or metering for your personal mail. The postage is intended only for official business-related mail.

Because our telephone communications are an important reflection of our image to customers and the community, every employee should use proper telephone etiquette. Some examples of good telephone etiquette are always using the approved greeting, speaking courteously and professionally, confirming the information you have received from the caller, and only hanging up once the caller has done so.

#### **4.39 Smoking**

In keeping with SWPRD's intent to provide a safe and healthful work environment, smoking is prohibited within 25' of any park building entrance and any park property where people gather together. Smoking is allowed in parking lots without the presence of children. This policy applies equally to all employees as well as to our customers and visitors.

#### **4.40 Rest and Meal Periods**

All non-exempt employees receive one paid 15-minute break during each four hours of working time. To the extent possible, rest periods will be in the middle of work periods. Since this time is counted and paid as time worked, you must not be absent from your workstation beyond the allotted rest period time.

All full-time employees are provided with one unpaid meal period, at least 30 minutes, each workday. Supervisors will schedule meal periods to accommodate operating requirements. During meal periods, you will be relieved of all work responsibilities and restrictions and will not be compensated for that time.

#### **4.41 Overtime**

There may be times when SWPRD cannot meet its operating requirements or other needs during regular working hours. If this happens, we may schedule employees to work overtime hours. When possible, we will try to let you know in advance of a mandatory overtime assignment. For payroll and accounting purposes, the workweek begins at 12:01am Monday and ends at midnight on Sunday.

It is our policy that no overtime can be worked without the approval and authorization of the supervisor. We try to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

All nonexempt employees will be paid overtime compensation in accordance with federal and state

wage and hour restrictions. Overtime pay is based on actual hours worked. For this reason, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not considered hours worked for the purpose of calculating overtime pay.

If you fail to work scheduled overtime or work overtime without receiving your supervisor's prior authorization, you may be subject to disciplinary action, up to and including possible termination of employment.

#### **4.42 Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using SWPRD property, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

You should notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or other people. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment or vehicles you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, moving violations, DUI, may result in disciplinary action, up to and including termination of employment. Employee must notify management of any vehicle accident that occurs while working and submit an accident report within 24 hours.

#### **4.43 Emergency Closings**

There may be times when emergencies, such as severe weather, fires, power failures, or earthquakes, may disrupt our normal business operations. In extreme cases, these circumstances may require that we close a work facility.

When a facility is officially closed due to emergency conditions, the time off from scheduled work will be paid.

If SWPRD is not officially closed during an emergency, you are expected to report to work. If you do not report to work, you will not be paid for the time off. However, you may request to use your available paid time off, such as vacation.

There may also be some situations where we ask employees in essential operations to work on a day when we are officially closed due to an emergency. In these circumstances, those employees who work will receive their regular pay.

#### **4.44 Business Travel Expenses**

SWPRD will reimburse employees for reasonable business travel expenses, incurred only for them, when the travel has been approved in advance by the Director. Once your travel plans are approved, you are responsible for making your own travel arrangements. Actual costs of transportation including air travel, bus travel, train travel, ferry fees, TNC charges, tolls, car rentals, gas, and parking fees will be reimbursed.

\* When approved, we will reimburse the costs of travel, meals, lodging, and other expenses directly

related to accomplishing the objective of your trip. Naturally, we expect you will keep expenses within reasonable limits. Below are some guidelines to be followed:

- Registration fees shall be made in a timely manner to take advantage of early registration discounts.
- The District will pay for the least costly and appropriate mode of transportation. Where feasible staff should travel together utilizing carpooling methods to minimize community expenses.
- The District will pay the lowest available coach class round trip airfare for a regularly scheduled flight that allows for flight changes and reasonably accommodates the time of departure and arrival between any Puget Sound area airport and the business-related destination.
- Costs should be in line with the guidelines established by the U.S. General Services Administration (GSA) at <http://www.gsa.gov>
  - a. Any fees more than 10% over the maximum allowable fees set by the GSA require Director pre-approval.
- Staff will be given a per diem for meals, tips given to porters, baggage carriers, and hotel staff and these are based on the rates established by the GSA. The first and last day of travel are subject to the 75% per diem amount established.
  - a. Meal expense receipts are not required.

In the event that you are involved in an accident while traveling on business, immediately report the incident to your supervisor. And, if you use a vehicle owned, leased, or rented by SWPRD, it may not be used for incidental personal reasons unless you have prior approval.

When a business trip is over, submit your completed travel expense report within 10 days accompanied by receipts for all individual expenses not covered by the per diem.

Expenses not covered by the District during travel include:

- Travel expenses paid for by another organization.
- Meals, lodging accommodations and/or other expenses for family or guests.
- Room service or any in-room-charges for mini-bar items, movies, etc.
- Alcoholic beverages
- Airline baggage fees more than one checked bag
- Mileage if traveling as a passenger or in a District vehicle.
- Parking violations, fines or traffic tickets.
- Personal entertainment (sightseeing, movie rentals, etc), postage or toiletry charges.
- Trip insurance
- Loss, damage, or theft of personal property
- WiFi on the airplane

Your supervisor can give you guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

We consider abuse of this policy to be a very serious matter. This includes falsifying expense reports to reflect costs that were not incurred by you or were not business-related. Therefore, failure to follow this

business travel expense policy may be grounds for disciplinary action, up to and including termination of employment.

#### **4.45 Computer and Email Usage**

SWPRD may give employees access to computers, computer files, the email system, and software to use in doing their work. Employees should not use a password, access a file, or retrieve any stored communication without authorization.

Public Records Act (PRA), chapter [42.56](#) RCW applies to any writing that contains information relating to the conduct of government that is prepared, owned, used, or retained by the agency regardless of physical form or characteristics, including emails and other electronic records. Text messages can also be public records if they relate to the conduct of government. All of these records may be subject to subpoena in a court case so all employees using email, computers, cell phones for district use are to do so in a professional manner.

We strive to maintain a workplace that is free of harassment and sensitive to the diversity of our employees. Therefore, we prohibit the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

We prohibit displaying, downloading, or emailing sexually explicit images, messages, and cartoons. Other examples of unacceptable computer usage include (but are not limited to) ethnic slurs, racial comments, off-color jokes, or anything that may be seen by another person as harassment or disrespectful.

You may not use email to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

SWPRD purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless the software developer authorizes us, we do not have the right to reproduce the software for use on more than one computer.

You may only use software on local area networks or on multiple machines according to the software license agreement. SWPRD prohibits the illegal duplication of software and its related documentation.

You should notify your supervisor, the Director or any member of management if you learn about a violation of this policy. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

#### **4.46 Internet Usage**

SWPRD may provide employees with Internet access to help them do their jobs. This policy explains our guidelines for using the Internet responsibly and productively. While Internet usage is intended for job-related activities, we permit incidental and occasional brief personal use within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer systems is considered to be part of SWPRD official records. This means that it is subject to disclosure to law enforcement or other third parties. Therefore, you should always make sure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology that you use to access the Internet are always the property of

SWPRD. Therefore, SWPRD reserves the right to monitor Internet traffic. We also reserve the right to retrieve and read any data that is composed, sent, or received through our online connections or is stored in our computer systems.

We do not allow data that is composed, transmitted, accessed, or received via the Internet to contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

SWPRD does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for ensuring that a person sending material over the Internet has the appropriate distribution rights.

Before you download or copy a file from the Internet, you should take the necessary anti-virus precautions. SWPRD requires that all downloaded files be checked for viruses. All compressed files must be checked for viruses both before and after decompression.

Employees whose Internet usage violates laws or SWPRD policies are subject to disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

The following are examples of some actions and activities that are prohibited and which could result in disciplinary action:

- \* Sending or posting discriminatory, harassing, or threatening messages or images
- \* Using the organization's time and resources for personal gain
- \* Stealing, using, or disclosing someone else's code or password without authorization
- \* Copying, pirating, or downloading software and electronic files without permission
- \* Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- \* Violating copyright law
- \* Failing to observe licensing agreements
- \* Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- \* Sending or posting messages or material that could damage the organization's image or reputation
- \* Participating in the viewing or exchange of pornography or obscene materials
- \* Sending or posting messages that defame or slander other individuals
- \* Attempting to break into the computer system of another organization or person
- \* Refusing to cooperate with a security investigation
- \* Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- \* Using the Internet for political causes or activities, religious activities, or any sort of gambling

- \* Jeopardizing the security of the organization's electronic communications systems
- \* Sending or posting messages that disparage another organization's products or services
- \* Passing off personal views as representing those of the organization
- \* Sending anonymous email messages
- \* Engaging in any other illegal activities

#### **4.47 Workplace Violence Prevention**

SWPRD is committed to preventing workplace violence and to maintaining a safe work environment. We have adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that might occur during business hours or on our premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

SWPRD will not tolerate conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods. This includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, either direct or indirect, should be reported as soon as possible to your supervisor or any other member of management. This includes threats by employees as well as threats by customers, vendors, solicitors, or anyone else. When reporting a threat of violence, you should be as specific and detailed as possible.

Be sure to report any suspicious person or activities as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening.

We will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the person who made the report will be protected to the extent practical. To maintain workplace safety and the integrity of its investigation, SWPRD may suspend an employee, either with or without pay, pending investigation.

Any person who violates these guidelines will be subject to disciplinary action, up to and including termination of employment. Violations include making a threat of violence or actually committing a violent act.

If you are having a dispute or differences with another employee, we encourage you to discuss it with your supervisor or the Director before the situation escalates into potential violence. If you do not feel comfortable talking to the Director or if the Director is involved, contact the Chairman of the Board of Commissioners. SWPRD is eager to assist in the resolution of employee disputes and we will not discipline an employee for raising these types of concerns.

#### **4.48 Cell Phone Usage**

SWPRD provides cellular telephones to some employees as business tools. The phones are provided to assist employees in communicating with management and other employees, clients, and other business-related contacts. Cell phones are primarily intended for business-related calls. However, occasional,

brief personal use is permitted within reasonable limits. You should be aware that we may review cell phone invoices.

While driving, your primary responsibility is driving safely and obeying the rules of the road. For that reason, we prohibit employees from using cell phones to conduct business while they are driving. You should first safely pull off the road and come to a complete stop before you dial or talk on the phone.

If you use a cell phone for business, always remember to apply normal business etiquette by keeping your conversations private and non-disruptive to others.

#### **4.49 Medical/Family/Personal/Military Leave**

The SWPRD follows all state and federal laws pertaining to leave including, but not limited to the Family Medical Leave act, and the Fair Labor Standard Act in their current iterations and as amended. Please contact the District Director for assistance in applying for any Family, Medical, Personal or Military leave.

#### **4.50 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, we expect you to follow rules of conduct that will protect the interests and safety of all employees and SWPRD.

Although it is not possible to list all the forms of behavior that are considered unacceptable at work, the following are some examples of conduct that may result in disciplinary action, up to and including termination of employment:

- \* Theft or inappropriate removal or possession of property
- \* Falsification of timekeeping records
- \* Working under the influence of alcohol or illegal drugs
- \* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- \* Fighting or threatening violence in the workplace
- \* Boisterous or disruptive activity in the workplace
- \* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- \* Insubordination or other disrespectful conduct
- \* Violation of safety or health rules
- \* Smoking in prohibited areas
- \* Sexual or other unlawful or unwelcome harassment
- \* Possession of dangerous or unauthorized materials in the workplace
- \* Excessive absenteeism or any absence without notice
- \* Unauthorized absence from work station during the workday
- \* Unauthorized use of telephones, mail system, or other employer-owned equipment
- \* Unauthorized disclosure of business "secrets" or confidential information
- \* Violation of personnel policies
- \* Unsatisfactory performance or conduct

Since employment with SWPRD is based on mutual consent, either you or SWPRD have the right to terminate the employment relationship at will, with or without cause or advance notice, at any time.

#### 4.51 Alcohol, Tobacco and Drug Free Workplace

The District recognizes that behavior resulting from the use of alcohol, tobacco and/or drugs may detrimentally affect the safety and work performance of its work force and can present a risk to the health and welfare of its employees and members. To meet this goal, we expect you to report to work in a mental and physical condition that enables you to perform your job in a satisfactory manner.

The goals of this policy are based on several considerations, including related to protecting district staff and the general public who use district facilities from the dangers of second hand smoke, protecting district property from litter and waste products that are the byproducts of tobacco use, and modeling healthy behaviors for our park visitors (especially children). In furtherance of these goals, the use of tobacco on or in any park property is prohibited, with the exception of vehicle parking areas at least 25 feet away from park users and at least 25 feet from any building entrance or park feature (i.e., sports fields, playgrounds, picnic shelters). Tobacco use is defined as the smoking or lighting of cigarettes, cigars, or pipe tobacco, the use of electronic cigarettes, or the use of smokeless tobacco.

In recognition of the District's responsibility to maintain a safe work environment, and the employee's responsibility to perform safely, the District will act to eliminate any substance abuse, which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal or recreational drugs, alcohol or, abuse of prescription drugs, including medical marijuana, which could impair the employee's work performance and/or ability to perform his or her job safely. It is expected that:

- a. Employees shall not be at work, drive a vehicle on District business, or operate any District equipment with any amount of alcohol or illegal or recreational drugs in their system which would result in a confirmed positive test; shall not use alcohol, possess open containers of alcohol, or use or possess illegal or recreational drugs while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal or recreational drugs to any person while on duty.
- b. If the use by an employee of a prescription drug, including medical marijuana, combined with the duties of the required job creates an unsafe working condition, this fact shall be reported by the employee to his/her supervisor prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other reasonable actions as determined by the Director.

Reasonable Suspicion Testing: Employees are subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed above. Reasonable Suspicion Testing shall include any drug and alcohol testing subsequent to any employment related injury requiring medical attention.

Employees are subject to drug and alcohol testing when they are involved in any accident involving either the operation of a District vehicle or physical injury to a District employee or member of the public.

In addition, when any employee has previously been found in violation of these rules, or by the employee's own admission, the employee may be required to submit to periodic random substance

testing as a condition of remaining in or return to District employment.

An employee with a drug or alcohol problem may participate in a rehabilitation or treatment program through our health insurance benefit coverage, if the employee's substance abuse problem has not already resulted in disciplinary action and the employee is not currently subject to immediate disciplinary action.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify SWPRD of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. Additionally, we may require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or the Director without fear of reprisal. If you do not feel comfortable talking to the Director or if the Director is involved, contact the Chairman of the Board of Commissioners for guidance.

#### **4.52 Sexual and Other Unlawful Harassment/Discrimination**

SWPRD is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. We provide ongoing sexual harassment training to ensure you the opportunity to work in an environment free from sexual and other unlawful harassment/discrimination.

Sexual harassment includes unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- \* Unwanted sexual advances.
- \* Offering employment benefits in exchange for sexual favors.
- \* Making or threatening reprisals after a negative response to sexual advances.
- \* Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- \* Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- \* Verbal sexual advances or propositions.
- \* Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.

- \* Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature may constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this handbook is encouraged (but not required) to let the offending person know immediately and firmly that the behavior is offensive. If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Director or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Director or any member of management so it can be investigated in a timely and confidential manner. Any employee engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

#### **4.53 Attendance and Punctuality**

As an employee of SWPRD, we expect you to be reliable and punctual by reporting for work on time and as scheduled. When you are absent or late, it places a burden on other employees and can impact productivity and service. In the rare instances when you cannot avoid being late or are unable to work as scheduled, be sure to notify your supervisor as soon as possible so that appropriate arrangements can be made.

Because unplanned absences can be disruptive to work, a poor attendance record or excessive lateness may lead to disciplinary action, up to and including termination of employment.

#### **4.54 Personal Appearance**

We want SWPRD employees to reflect an appropriate business image to customers and visitors. How you dress, your grooming and personal cleanliness standards all contribute to that image and also to the morale of your co-workers.

During business hours or whenever representing SWPRD, you are expected to present a clean, neat, and tasteful appearance. You should always dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing in person with customers or visitors.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. Be sure to consult your supervisor if you have questions as to what constitutes

appropriate appearance. We may, when necessary, make reasonable accommodation in the personal appearance policy for a person with a disability.

#### 4.55 Return of Property

As part of your job, you may be given temporary possession of SWPRD property such as the following:

- \* equipment
- \* identification badges
- \* keys
- \* manuals
- \* protective equipment
- \* tools
- \* uniforms
- \* written materials

You are responsible for the control of SWPRD property in your possession and expected to return it promptly when requested or if your employment ends. In situations where you do not return SWPRD property, we may take steps to recover the item or its cost by withholding from your regular or final paycheck when allowed by law, or by taking legal action.

#### 4.56 Resignation

Resignation is defined as a voluntary act initiated by an employee to terminate employment with SWPRD. Although there is no requirement that you give advance notice, doing so can reduce the impact on your co-workers and productivity. We request a resigning employee submit a written notice of resignation at least 2 weeks in advance.

Before an employee leaves, we will schedule an exit interview to better understand the reasons for resignation and to go over any resulting benefit changes.

#### 4.57 Solicitation

In an effort to minimize disruptions and maintain a harmonious environment, we prohibit people who are not SWPRD employees from either soliciting or distributing literature in the workplace at any time for any purpose.

We recognize that our employees are often active and have interest in events and organizations outside work. However, it is also our policy that employees may not solicit for or distribute literature about these activities during working time. (Working time excludes lunch periods, or any other time when an employee is not "on duty" or scheduled to be working.)

Posting notices and solicitations on our bulletin boards is also limited to only certain types of information. SWPRD uses these bulletin boards to display information we think is important to employees. We suggest that you check them frequently to see:

- \* Affirmative Action statement
- \* Workers' compensation insurance information
- \* State disability insurance/unemployment insurance information

If you have a message of interest to the workplace that you want to post, you may submit it to the

Director for approval. Approved messages will be posted by the Director.

#### **4.58 Progressive Discipline**

This policy describes the policy for administering equitable and consistent discipline for unsatisfactory conduct at SWPRD. We believe that the best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

We also believe that it is in the best interests of SWPRD to ensure fair treatment of all employees and make certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory performance in the future.

Although your employment is based on at will and both you and SWPRD have the right to terminate employment at will, with or without cause or advance notice, SWPRD may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

SWPRD recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be considered a serious offense, this Policy Manual includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both employees and SWPRD.

#### **4.59 Problem Resolution**

SWPRD is committed to providing the best possible working conditions for our employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from SWPRD supervisors and management.

SWPRD strives to ensure fair and honest treatment of all employees. We expect supervisors, managers, and employees to treat each other with mutual respect. We encourage employees to offer positive and constructive criticism to each other.

If you disagree with established rules of conduct, policies, or practices, you can express your concern through the problem resolution procedure. You will not be penalized, formally or informally, for voicing

a complaint with SWPRD in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when you believe that a condition of employment or a decision affecting you is unjust or inequitable, you are encouraged to make use of the following steps. You may discontinue the procedure at any step.

1. You present the problem to your supervisor within 30 calendar days after the incident occurs. If your supervisor is unavailable or you believe it would be inappropriate to contact that person, you may present the problem to the Director or any other member of management.
2. The supervisor responds to the problem during discussion or within 30 calendar days after consulting with appropriate management, when necessary. The supervisor documents the discussion.
3. You present the problem to the Director within 30 calendar days if the problem is unresolved.
4. The Director will review the situation with you and will consult with your supervisor and any other necessary individuals. After review the Director will respond to the issue.
5. If the problem is still unresolved, you may present the problem to the Board of Park Commissioners, C/O The Chair, in writing.
6. The Board of Park Commissioners reviews and considers the problem, informs you of the decision within 30 calendar days and forwards a copy of the written response to the Director for your file. The Board of Park Commissioners has full authority to make any adjustment deemed appropriate to resolve the problem.

Problems, disputes, or claims not resolved through the preceding problem resolution steps are subject to mediation. Mediation will be conducted under the Employment Mediation Rules of the American Arbitration Association. If you choose to use mediation to resolve a problem, you will be expected to share the cost of mediation with SWPRD. A complete description of the mediation procedure is available from the Director for review.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

#### **4.60 Staff Registration Policy**

Employee Recreation is here to encourage and improve the health, well-being and quality of life of SWPRD employees. We provide wellness activities, athletic leagues and discounted recreation programs for SWPRD regular full-time staff. Part-time and Casual or Temporary/Seasonal Staff are not eligible to enroll their children at the reduced price. Eligible staff can enroll themselves or their children in a district program that has not reached its registration capacity. A staff member or their child may be bumped from a program by a full fee customer, or they may choose to pay full price to retain their spot in the program.

The staff person will pay a \$5.00 administration fee for each class they enroll in, or if the instructor is under contract, the staff person will pay the instructor's portion of the class enrollment fee. Additionally, staff will be required to pay for any direct expenses for their participation, like materials fees, equipment, or supplies (event shirts, entrance fees, etc.), that is purchased for each participant.

#### **4.61 Shared Leave Program**

The Shared Leave Program is a voluntary leave donation program that provides a means for SWPRD employees to assist their colleagues who experience a catastrophic event and have exhausted their paid leave benefits. The program allows full-time staff who have been employed continuously for 12 (twelve) months to voluntarily donate accrued vacation, personal days, or sick time to another full-time staff member within the company. Employees who must take time off to care for an immediate family member also are eligible to apply for leave time.

This leave program is not an additional leave entitlement or benefit, but rather a means of allowing staff to help colleagues in need. The management of this district may change or revoke this policy without notice.

Participation in the program is strictly voluntary. The district cannot guarantee that donated time will be available. Any employee who participates in the program - either as a donor or a recipient - agrees to hold the company, its representatives, and its employees harmless if their application is denied in full or in part.

Any qualified employee who either has suffered a catastrophic illness or injury, or who must care for an immediate family member who has suffered a catastrophic illness or injury may apply. The employee must have already exhausted all his/her accrued paid leave time before applying for shared time.

Only employees with continuous employment for twelve months without a record of discipline resulting in suspension or probation in the prior six months may apply, and the employee must exhaust all forms of accrued paid leave before applying. Each request for donated or shared leave must include a physicians report.

Any full-time employee continuously employed for twelve (12) months and who has accrued at least forty (40) hours of personal/vacation days or sick time may donate. Minimum donations will be in eight (8) hour increments. All donations are voluntary and confidential. Donors must submit their donation in writing. An employee must have a minimum of 80 hours of sick leave after a donation is given and an employee must have a minimum of 40 hours of vacation after a donation is given. Leave time is transferred hour for hour with no consideration given to the relative value of leave donated to the leave used. Staff requesting leave must be in need of a minimum of 40 hours and may only make one request per calendar year.

While utilizing shared leave an employee shall be considered on paid leave and receive the same salary, wages, and employee benefits as he/she would normally receive if using their own accrued leave.

The maximum amount of shared leave hours that an employee shall be eligible to receive is 400 hours.

#### **4.62 Care of Minors**

Employees who are entrusted with the care of children are obligated to certain practices. It is considered good practices to treat children in the following ways:

- Praise, reward, and encourage children
- Reason with and set expectations and limits for children
- Model appropriate behavior
- Modify the environment to prevent problems before they occur
- Listen to children
- Provide alternatives for inappropriate behavior to children
- Provide children with natural and logical consequences of their behavior
- Treat children as people and respect their needs, desires, and feelings
- Explain things to children on their level

SWPRD does not permit any of the following behaviors in our programs:

- Spanking, shaking, biting, pinching, pushing, pulling, slapping or any other physical punishment
- Ridiculing, yelling at, threatening, making sarcastic remarks, using profanity, or other verbally abusive tactics
- Shaming or punishing children when bathroom accidents occur
- Denying food or rest as punishment
- Leaving children alone, unattended, or without supervision
- Belittling or criticizing children or their families, or any ethnic or religious group

If you witness violations of this policy, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Director or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation. All such reports and accusations will be handled as confidentially as possible, and investigated fully by management.

Any violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

(Chapter 4 in general approved via Resolution 2013-04 on June 19, 2013)

## CHAPTER V. FINANCE

### 5.00 INTRODUCTION

The finance policies deal with the administration of the District's finances in accordance with all local, state and federal laws. The South Whidbey Parks and Recreation District will undergo 2-year financial audits with the State of Washington every two years.

### 5.01 ACCOUNTING

**5.01.1 Fund Accounting.** The District's accounting system is organized and operated on a fund basis. A fund is defined as an independent fiscal and accounting entity with a set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

**5.01.2 Types of Funds.** The following types of funds will be used in accounting for the District's financial operations: Maintenance & Operations, Capital, Debt Service, and Reserve. Project/Construction Funds may be established to support specific large capital project(s).

**5.01.2.1 Maintenance & Operations Funds.** The Maintenance and Operations Funds are the general operating fund of the Park District. It is used to account for all financial resources except those required, legally or by sound financial management, to be accounted for in another fund.

**5.01.2.2 Capital Funds.** Capital Funds are used to fund large projects or purchases and to finance capital equipment or property purchases or loans.

**5.01.2.3 Debt Service Funds.** The Debt Service Funds are used to account for the accumulation of resources such as excess levy tax receipts for the payment of general long-term debt principal, interest and related cost, such as bond debt obligations.

**5.01.2.4 Reserve Funds.** The goal of the Reserve Funds is two-fold. First is for a Levy Reserve to have sufficient funding in the case of a Maintenance and Operations Levy failure to continue to operate the District on a skeleton basis while running an additional levy. The District will strive to maintain the balance of the Levy Reserve Fund at a minimum level equal to 25% of the projected total operating expenses for the upcoming year. The second is for a Capital Reserve Fund. This account is for crisis situations with existing critical park infrastructure. 30% of available capital/cash at end of each year is a targeted threshold with a maximum capacity of \$250,000.

**5.01.3 Beginning Cash.** The goal of the Beginning Cash level is to have sufficient operational capital on hand to run the district from January 1<sup>st</sup> of each year until the major portion of the bi-annual levy payments are received from the county at the end of April. The District will strive to maintain a Beginning Cash level of 25% of the projected total operating expenses for the year.

#### **5.01.4 Legal Compliance.**

The District's accounting system must make it possible to show that all applicable legal provisions have been complied with, and to determine fairly and with full disclosure the financial position and results of financial operation of the District.

#### **5.01.5 Conflicts between Accounting Principles and Legal Procedures.**

If there is a conflict between legal provisions and generally accepted accounting principles applicable to governmental units, legal provisions must take precedence; however, the District's accounting system should make possible the full disclosure and fair presentation of financial position and operating results in accordance with generally accepted principles of accounting applicable to governmental units.

### **5.02 ANNUAL BUDGET**

Adoption of budget and passage of annual appropriation resolution is required by November 30. The Board shall, before the first quarter of each fiscal year, adopt a combined annual budget and appropriation resolution, by which resolution the Board may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of the District, and in such annual budget and appropriation resolution shall specify the objects and purposes for which such appropriations are made, and the account appropriated for each object or purpose.

#### **5.02.1 Financial Forecasting**

A. South Whidbey Parks & Recreation District shall develop and maintain annually a financial forecast for the General Fund (Maintenance & Operations and Reserves) that estimates fund resources and uses for a period of six (6) years beyond the current year. This forecast will be updated annually and provide South Whidbey Parks & Recreation District's decision makers with an indication of the long-term fiscal impact of current policies and budget decisions. This planning tool should recognize the effects of economic cycles, the demand for services and South Whidbey Parks & Recreation District's projected resources. It is the goal of South Whidbey Parks & Recreation District to achieve a strong financial condition with the ability to:

- Withstand local and regional economic conditions;
- Adjust efficiently to the changing service requirements within the District's boundaries; and
- Effectively maintain and improve South Whidbey Parks & Recreation District's infrastructure.

B. The forecast should differentiate between revenue associated with one-time economic activities and revenues derived as a result of economic growth. South Whidbey Parks & Recreation District's financial planning should ensure the continued delivery of needed services by assuring the availability of adequate and ongoing resources during economic downturns.

### **5.03 CASH/CREDIT CARD HANDLING POLICY**

Strong internal controls for cash collection are necessary to prevent mishandling of district funds and are designed to safeguard and protect employees from inappropriate charges of mishandling funds by defining their responsibilities in the cash handling process. "Cash" is defined as coin, currency, checks, and credit card transactions.

SWPRD District will issue credit cards to Department Heads and the Director. The Board of Commissioners will approve the limits that these cards will carry. The Business Manager will function as the administrator of the credit card program.

Specific procedures for cash collection points should be written and implemented by district staff and should include the following:

1. Accounting for cash as it is received.
2. Checks to be endorsed promptly with a restrictive endorsement stamp
3. Adequate separation of duties, when possible, which includes cash collecting, depositing and reconciling.
4. Proper pre-numbered receipts given for any cash received, other than off site drop in programs.
5. Deposit of cash weekly at Whidbey Island Bank into the Island County bank account designated for SWPRD.
6. Reconciliation of validated deposit forms to supporting documentation and to the account statement.
7. Proper safeguarding of cash.

These procedures shall be reviewed and revised as needed by the District Director and the Business Manager.

**Who Should Know About This Policy.** The Director and any employees who are entrusted with the receipt, deposit and reconciliation of cash for any Park District related activities.

Credit Card refunds for programs require two approval signatures, including that of the Department Head in charge of the program and either the Business Manager or Director, and will follow the Refund Policy Procedures.

## 5.04 Authorized Signators

### *5.04.01 Check Signing*

Vouchers for all checks issued by the district shall be prepared on a semi-monthly cycle by the Business Manager or his/her designee. Each voucher submittal must be signed off on by either the Parks and Recreation Director or the District Treasurer prior to submittal to the county for disbursement. All vouchers will be reviewed monthly and approved by the board of commissioners at the regular board meeting.

### *5.04.02 Contractual Obligations*

The District may enter into contracts for services, and the purchase of goods and/or property. For a contract to be valid, it must be signed by the Parks and Recreation Executive Director, the District Treasurer, or the Board Chair.

## 5.05 FINANCIAL RECORDS

### *5.05.01 Retention of Records*

The District follows all applicable laws with regards to the retention of financial records.

<https://www.sos.wa.gov/archives/recordsmanagement/records-retention-schedules-for-park-and-recreation-districts-and-service-areas.aspx>

at the Washington Secretary of State website for the current records retention schedule.

### **5.05.02 SBITA**

#### **I. DEFINITIONS**

- a. **SBITA** – A SBITA is a contract that conveys control of the right to use another party’s (a SBITA vendor’s) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.
- b. **TERM** – The term is the period during which the District has a noncancelable right to use the underlying IT asset, including extensions that the District is reasonably certain to exercise.
- c. **SERVICE COMPONENT** – A service component is an amount of the SBITA payment paid for services to be provided by the vendor in support of the underlying IT asset being used (for example, IT support for the use of the underlying IT asset).
- d. **COMMENCEMENT DATE** – The date on which the initial implementation stage is completed and the District has obtained control of the right to use the underlying IT asset.
- e. **SOFTWARE** – programming code which is used by an underlying IT asset to perform a function other than to operate the underlying tangible capital asset.
  - i. **Exclusions**
    1. The Software component is insignificant when compared to the cost of the underlying tangible capital asset (a computer with operating software or a smart copier that is connected to an IT system). Basic universally used programs (that often come pre-installed) such as Microsoft Office are considered to be operating software and insignificant when compared to the underlying capital asset.
    2. IT Support services, such as Voice Over Internet Protocol (VOIP) phone services are considered to be a service rather than software.

#### **II. GENERAL**

##### **a. Purpose**

The purpose of this policy is to provide guidelines and procedures to ensure compliance with state and federal requirements surrounding SBITA’s.

##### **b. Scope**

The following guidelines apply to subscription-based contracts to use vendor-provided information technology The BARS manual, which incorporates most of the Accounting Standards Board Statement No. 96, requires accounting for and reporting SBITA activity on the District statement of net position.

#### **III. RESPONSIBILITY FOR POLICY**

It will be the Business Manager's or Director's responsibility to review and update this SBITA policy as needed on a regular basis. Review will include confirming compliance with all related state and federal laws and governmental accounting standards, and compatibility with other District policies. Periodic review shall be documented.

#### IV. SBITA CRITERIA AND APPROVAL

##### a. Approval of SBITA contracts by finance

All new SBITA's or SBITA term extensions should be reviewed by the Business Manager or Director before approval.

##### b. SBITA criteria

1. The initial term, extensions, and cancellation clauses should be clearly stated in the SBITA contract.
2. For the purpose of determining the term of the SBITA at inception for accounting purposes, the Business Manager and Director will make a judgment on whether the total term of the SBITA should include options to extend (extensions are more likely than not to be exercised by the District). This assessment shall be documented in writing or electronically. Factors to consider in the likeliness of exercising SBITA extensions are:
  - District specific (degree of changing needs, prior pattern of execution of extensions)
  - Market based (competitive pricing, budget and economy)
  - Contract based (economic incentives or penalties)
  - Underlying asset (obsolescence, aging of asset, new features available)
3. When a service component is part of a SBITA contract, the vendor shall provide the portion of the SBITA payments that pertains to services.

##### c. Extensions

For SBITA's with extension provisions, the decision authority to extend or terminate each SBITA will rest with the Business Manager or Director.

##### d. Procurement Standards

The Fiscal Manager will ensure each SBITA complies with procurement standards subject to state law and federal uniform grant guidance, if applicable.

#### V. ACCOUNTING FOR SBITAs

##### a. Schedule 1

- At the start of the subscription, the District will not report any inflows or outflows on the schedule 1. The District will record actual payments made to the SBITA on the schedule 1 using the prescribed BARS Code.

- If the SBITA includes additional fees or taxes, only include the portion of the payments related to the right to use the IT assets in the liability calculation.
  - Short-term subscription payments should be coded to normal, functional BARS expenditure codes.
- b. Schedule 09
- The District will report a subscription liability on the Schedule 09, measured at the future subscription payments.
- c. Materiality

While the District does not report capital assets, it does have an established capital asset policy, per the Washington State Auditor's Office BARS Manual. Were the District a GAAP reporter, the offset to the SBITA liability would be a SBITA asset. While the District will not report such assets, the District will use the capital asset thresholds, established by policy, as the materiality threshold for SBITA liability.

SBITAs liabilities, which do not meet the capitalization thresholds are not subject to this policy, except as required by state law or federal grant uniform guidance. The Business Manager and Director have the authority to exercise judgment on materiality of SBITA liabilities to the financial statements. The dollar amount of the threshold for SBITA liabilities should be reevaluated each year, as any changes in debt or other payables would affect the materiality of SBITA liabilities.

## 5.06 FISCAL YEAR

The fiscal year of the District shall begin on the first day of January of each year and end on the last day of December of the same year.

## 5.07 PETTY CASH

In order to provide for the most accountable handling of the District petty cash fund the District Business Manager (OM) shall be responsible for the Petty Cash Fund and will be the primary person allowed to access the fund except as noted in the Park District's written Petty Cash Handling Procedures. If the Business Manager is out of the office, the Director may access Petty Cash for staff other than him/herself.

Petty Cash limit will be set at \$100.00 per transaction and must be approved by supervising Department Head. Staff are not allowed to deliberately split receipts to bypass this limit. Authorized purchases above \$100.00 will require a check reimbursement.

Petty Cash Handling Procedures which will be reviewed and revised as needed by the District Director and the Business Manager.

## 5.08 PURCHASING

All employees must follow established policies and procedures for procurement of equipment, materials, and services. Adherence to policies and procedures will ensure that public purchases and contracts are open, fair, and at the best value to the public.

Grants, State or Federal funding may have different requirements to be followed.

Purchases may not be broken into multiple projects or purchases to avoid compliance with state statutes and District policies.

The Vendor List is a list of businesses that will allow the District to set up a purchasing account with and/or does business with on a regular basis for small purchases or intermittent small services, which must follow the purchasing limitations listed in this Policy Manual. Only the Business Manager or his/her designee can set up these accounts and must be approved by a Department Head or Director. A receipt or invoice is required for every purchase made from the Vendor List and must be submitted to the Business Manager. Purchases must remain within the staff's purchase limits.

### 5.08.1 Procurement of Goods and Services

In the course of operation the District will need to acquire goods and services to accomplish the district mission. For the purpose of ensuring the appropriate purchasing standards are met, purchases will be divided into different categories; Procurement of Goods, Public Works Projects, and Contracting for Services. All District purchases are subject to authorization & quote/bid requirements as follows:

#### 5.08.1.1 Procurement of Goods

Procurement of Goods involves any purchase of a specific tangible item not solely related to a public works project. This refers to budgeted goods, all other purchases additionally require Director approval. All materials and supplies necessary for the general operation of the district fall into this category. Any purchase of goods estimated to be in excess of \$50,000 shall be made by contract. Lowest quote will always be used unless, at the Directors discretion, evidence is presented that would cause reasonable persons to believe it was not in the best interest of the District to go with the lowest quote. All District purchases of goods are subject to authorization & quote/bid requirements as follows:

<\$250 : Staff approval

\$250-\$2,500: Department Heads Approval

\$2,501-\$5,000: Department Head and Business Manager Approval

\$5,001-\$15,000 : 3 Documented Verbal Quotes (if available), Director and Business Manager approval

\$15,001 - \$50,000 : 3 Written Quotes (if available), Director recommendation to Board/Board Awards

>\$50,000 - Competitive Sealed Bid or State/Cooperative purchase required, Director recommendation to Board/Board Awards

#### 5.08.1.2 Public Works Projects

Budgeted public works projects (“...all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency...”) including maintenance when performed by contract, are governed by chapter 39.12 RCW Prevailing Wages on Public Works requirements, regardless of contract amount. It is the responsibility of the contracting employee to

notify the vendor of prevailing wage requirements and obtain compliance documentation prior to awarding any public works contract. Public works contracts will only be awarded to contractors who document compliance with the Washington State Prevailing Wage Law. The department head or designee managing the project is responsible for collecting compliance documents. Failure to follow prevailing wage laws will result in delayed or denied payment to the vendor. The District CANNOT pay for public works projects that are in violation of prevailing wage laws.

All services, materials and supplies necessary for the completion of a Public Works project will fall into this category. All District purchases for Public Works Projects are subject to authorization & quote/bid requirements as follows:

\$5,001-\$15,000 : 3 Documented Verbal Quotes (if available), Director and Business Manager approval  
 \$15,001 - \$50,000 : 3 Written Quotes (if available), Director recommendation to Board/Board Awards  
 >\$50,000 : Competitive Sealed Bid or Small Works Roster Required, Director Recommendation to Board/Board Awards

### *5.08.1.3 Contracting for Services*

**5.08.1.3a Architectural and Engineering Services** With regard to contracting for Architectural and Engineering Services, the District will comply with the requirements of RCW 39.80-“Contracts for Architectural and Engineering Services” using the qualifications based selection (QBS) requirements. Any projects will be advertised using a consulting services roster such as the MRSC Consulting Services roster or through a Request for Qualifications (RFQ) that is publicly advertised.

#### **5.08.1.3b Personal Services**

Personal Services generally involves technical expertise provided by a consultant to accomplish a specific study, project, task or other work. These can include CPA services, legal service, and payroll services. These services exclude architectural and engineering services as specified in section 5.08.1.3a. All District purchases of Personal Services are subject to authorization & quote/bid requirements\*\* as follows:

<\$5,000 - Director approval

\$5,001-\$15,000 : 3 Documented Verbal Quotes (if available)\*, Director and Business Manager approval  
 \$15,001 - \$50,000 : 3 Written Quotes (if available)\*, Director recommendation to Board/Board Awards  
 >\$50,000 : Competitive Sealed Bid or Small Works Roster Required, Director Recommendation to Board/Board Awards

\*Upon initial award of Personal Services, if at the discretion of the District services received and work produced are of high quality, continued services as budgeted by the Board may proceed without competitive quotes.

\*\* Contracted program instructors are exempt from quote/bid requirement.

#### **5.08.1.3c Purchased Services**

Budgeted Purchased Services are those provided by vendors for routine, necessary and continuing functions of the District, mostly relating to physical activities, such as janitorial services. All District purchases of Personal Services are subject to authorization as follows:

\$250-\$2,500: Department Head Approval

\$2501-\$5000: Department Head and Business Manager Approval

\$5,001-\$15,000 : 3 Documented Verbal Quotes (if available)\*, Director and Business Manager approval

\$15,001 - \$50,000 : 3 Written Quotes (if available)\*, Director recommendation to Board/Board Awards

>\$50,001 - Competitive Sealed Bid or Small Works Roster Suggested, Director Recommendation to Board/Board Awards. Competitive bid only required if federal funds are used, or if it required by funding source.

\*Upon initial award of Purchased Services, if at the discretion of the District services received and work produced are of high quality, continued services as budgeted by the Board may proceed without competitive quotes.

**5.08.1.4 Emergency Purchases.** In the event of an emergency the District Director may approve a purchase in excess of the listed amounts for goods and services and then provide the Board Chair with immediate verbal notification. A written finding of the existence of an emergency must be made to the board no later than two weeks following the award of the contract.

#### **5.08.2 Small Works Roster/Consulting Services Roster- MRSC (RCW 35.22.620)**

The purpose of the Small Works Roster and the Consulting Services Roster is to expedite the solicitation and award of bids on small public works projects by reducing the requirements for formal sealed bidding, advertising, and bid award. The Parks and Recreation District has contracted with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for Parks and Recreation District use for small public works contracts and consulting services developed and maintained by MRSC.

#### **5.08.3 Verbal Quotes**

Purchases requiring verbal quotes must be documented by a properly completed verbal quote form.

Items to be included in the form are the item being quoted for, company name, company contact person, phone number, date of the quote and the amount quoted. When necessary, internet quotes can be used to complete requirements.

#### **5.08.4 Bids**

In order to ensure that public purchases and contracts are open, fair, and at the best value to the public, specific procedures for bidding should be written and implemented by district staff. These procedures will be reviewed and revised as needed by the District Director and the Business Manager and shall include details on the following points:

1. Bid Authorization Request
2. Publication of Notice
3. Notice Contents
4. Bid Opening
5. Report on Bids
6. Bid Award
7. Rejection of Bids
8. Bid Bond Requirement (when applicable)

### **5.08.5 Sole Source Purchases**

A “sole source” is characterized as meeting one or more of the following standards: (a) the District has conducted a screening process whereby it can justify purchase of a specific product; (b) the District requires legitimate specifications to which only one vendor can successfully respond; or (c) the product is available only through one manufacturer (or distributor) and the manufacturer so certifies. In any such case where the purchase exceeds \$5,000, the vendor shall certify that the District is getting the lowest price it offers anyone. Purchases in excess of \$5,000 from a sole source vendor require prior approval of the District Director or designee and must be signed by District Director or Designee.

### **5.08.6 Conflicts of Interest**

The District will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement. No employee will participate in procurement when they are aware of a conflict of interest, or accept gifts or gratuities from existing or potential vendors in return for a commitment to continue or initiate a purchasing relationship. See RCW42.23.070 and chapter 42.23 RCW more generally.

### **5.08.7 Exemptions to competitive bidding requirements**

RCW 39.04.280 provides uniform exemptions to competitive bidding requirements utilized by municipalities when awarding contracts for public works and contracts for purchases. Purchasing of insurance or bonds is also exempt from competitive bid requirements.

Competitive bidding requirements may be waived for:

#### ***5.08.7.1 Purchases that are clearly and legitimately limited to a single source of supply***

If, after conducting a good faith review of available resources, the requesting employee determines that there is only one source of the required materials, supplies, or equipment, a purchase contract may be awarded without complying with established bid requirements. The requesting employee will submit a written request for sole source procurement to the District Director for approval, and conduct price, terms, and delivery negotiations, as appropriate. The vendor must certify in writing that the District is getting the lowest offered price.

#### ***5.08.7.2 Purchases involving special facilities or market conditions***

The District Director may waive established bidding requirements if an opportunity arises to purchase favorably-priced equipment at an auction, or supplies or used goods that will be sold before the District can conduct the bid process.

#### ***5.08.7.3 Purchases in the event of an emergency***

"Emergency" is defined as "...unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken." If an emergency situation has been declared, the District Director may waive competitive bidding requirements and the District may award all necessary contracts to purchase goods, materials, or services to address the emergency situation. Purchase order(s) must be properly documented as pertaining to an emergency as soon as possible following the event. If a contract is awarded without

competitive bidding due to a declared emergency, the Board of Commissioners must adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract.

#### **5.08.8 Cooperative Purchasing (Piggybacking)**

Under the Interlocal Cooperation Act (chapter [39.34](#) RCW), specifically RCW [39.34.080](#), the district is authorized to contract with another public agency to perform any function which each agency is authorized by law to perform. Under this statute, one public entity (e.g., the state, a city, a county, a special district such as a park and recreation district) could act as agent or contractor for one or more public entity/ies.

Under another section of the Interlocal Cooperation Act, RCW [39.34.030](#), cooperative action is authorized, including joint purchases, by different governmental entities. For the district to enter into an interlocal contract under RCW [39.34.030](#), there must be compliance with the purchasing statutes, including the bid law, applicable to each public entity that is an ultimate “purchaser” under the agreement.

Certain procedures are required for such purchases under RCW [39.34.030](#). Regarding the need to provide notice for bids, this requirement applies to purchases made cooperatively. However, RCW [39.34.030](#)(5) doesn’t require notice in each of the jurisdictions seeking to purchase under a cooperative agreement. Rather, the notice requirement can be satisfied for all the participating jurisdictions if the jurisdiction awarding the contract meets its own statutory requirements and either posts the bid or solicitation notice on a website established and maintained for the purpose of posting public notice of bid or proposal solicitations, or provides an access link on the state’s web portal to the notice.

The district may also use the authority granted in RCW [39.34.030](#) to make purchases through state contracts. See also RCW [39.26.050](#)(1). The district may make such purchases by signing a Master Contracts Usage Agreement (MCUA) with the Department of Enterprise Services. A Department of Enterprise Services’ webpage (<http://www.des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx>) provides information and instructions for entering a MCUA with the state and for making purchases with the state contract.

If the district decides to make a purchase under one of the listed contracts, the district is to notify the Department of Enterprise Services (DES) of its intent to do so, and the DES will send the district a copy of the particular contract. (Note that the district may also receive a list of contracts, contract history, current contract information, vendor registration packets, and other miscellaneous information by fax. The number to call for the Office of State Procurement Customer Service is (360) 902-7400. The contract will contain instructions on the procedures used to make purchases. Under most contracts, the district will make the purchase directly from the vendor. In some cases, such as the purchase of motor vehicles, the DES requires the purchase to be made through its office.

### **5.09 Assets Policy**

The following policies and procedures document capital and small and attractive assets system designed to ensure controls over larger items and items that might not be noticed immediately after their disappearance. The intent of this policy is to obtain accountability over items-

### **5.09.1 Capital Asset Policy**

1. The District will maintain its capital assets at a level adequate to protect the District's capital investment and to minimize future maintenance and replacement costs. The budget will provide for adequate maintenance and orderly replacement of capital assets from current revenues where possible.
2. Capital assets are assets with an individual cost of more than \$5,000 and an estimated useful life in excess of two years. Capital assets and inventory are recorded as capital expenditures when purchased.
3. The Business Manager will coordinate an annual physical count/inspection of all capital assets.
4. Adequate insurance will be maintained on all capital assets consistent with the results of the annual physical count/inspection.

### **5.09.2 Small and Attractive Asset Policy**

#### ***5.09.2.a Purpose***

A small and attractive assets system gathers information allowing investigation of items missing that would otherwise not be noticed. The system should provide adequate stewardship over its resources through control and accountability.

#### ***5.09.2.b Policy***

It is the policy of the District to maintain accountability over all tangible items that may have the likelihood of disappearing without being noticed. The Business Manager shall maintain the Small and Attractive Assets Listing to be verified by a physical inventory at least once a year and provide such list to the Executive Director for monitoring differences during the year.

#### ***5.09.2.c General***

A small and attractive item is an item that is priced above \$500 but under the \$5,000 criteria for fixed assets and has a life expectancy of more than one year. This item also is not likely to be missed immediately upon disappearance and could be replaced without suspicion. Examples include, but are not limited to: computers, laptops, lawn mowers, chain saws, shop tools, etc. This would not include more permanent fixtures such as desks, tables and shelving and specifically excludes small tools and minor equipment, such as shovels, hand tools, supplies, etc., under \$500.

#### ***5.09.2.d Responsibility of Department Heads***

The Business Manager will prepare a list at least annually of the small and attractive items for distribution and review. The department head along with the Executive Director will conduct an inventory count, typically in January of each year. The department head will need to review, update, delete, and add new items to the list within 30 days of distribution. If an item is deleted, the department head will note the reason and/or means of disposal. If there is any variance between the actual counts and inventory, the Business Manager will be notified and will update the Small and Attractive Assets Listing accordingly. The Executive Director will then review the updated Small and Attractive Assets Listing with all variances noted.

#### ***5.09.2.e Asset Identification***

The list will contain the serial, model, or other identifying information as identified in the spreadsheet. Whenever feasible, each piece of property will be engraved or marked with the tag number listed on the Small and Attractive Assets Listing if a serial number is not available. Such markings will be removed or obliterated only when the item is sold, scrapped, cannibalized, or otherwise disposed of.

### **5.09.3 Procedures**

#### ***5.09.3.a Additions***

Each department head of the District may acquire and receive property via purchase, construction, donation, or lease. Regardless of how it is acquired, when the property is received, the department purchasing the item will notify the Business Manager who will then add the item to the Small and Attractive Assets Listing.

#### ***5.09.3.b Deletions***

Items previously acquired will eventually be disposed of and need to be deleted from the Small and Attractive Assets Listing. Deletion may be required due to a sale or trade-in of the asset, damaged or broken, mysterious disappearance (lost or stolen), or involuntary conversion (fire, flood, etc.).

The department head controlling the item is the only one in position to trigger removal from their list. Items disappearing mysteriously may require additional reports to the police department, Executive Director, State Auditor and insurance company. Deletions brought about as a result of natural disasters would require reporting to the insurance company for an eventual reimbursement claim.

#### ***5.09.3.c Transfers***

Occasional transfers of property between departments will occur. The original controlling department is accountable for all items and for informing the Business Manager of the transfer of property.

#### ***5.09.3.d Lost or Stolen Assets***

Whenever an item has mysteriously disappeared and all efforts have failed to recover it, the controlling department shall notify the Business Manager, who will notify the Executive Director, and update the Small and Attractive Assets Listing accordingly. The Business Manager will also report the loss to the State Auditor's Office, if required.

### ***5.09.3.e Sale and Disposal of Assets***

The sale and disposal of all District assets regardless of purchase price will be reported to the Executive Director before such sale or disposal and the District Board will be notified as needed.

### ***5.09.4 Maintenance and Replacement Schedule***

A multi-year maintenance and replacement schedule will be maintained by the Executive Director and based upon the District's projections of its future replacement and maintenance needs and funds. The projections will be updated and the schedule revised on an annual basis. The budget will provide sufficient levels of maintenance and replacement funding to ensure that all capital facilities and equipment are properly maintained and that such future costs will be minimized.

## **5.10 Post Issuance Compliance**

Post Issuance Compliance Policy addresses the South Whidbey Parks and Recreation District, Island County, Washington's (the "District") compliance with federal tax, federal securities and state law requirements and contractual obligations applicable to the District's tax advantaged governmental bond issues. The policy applies generally to all of the District's tax exempt governmental bonds, and other bonds subject to comparable requirements, such as taxable direct-pay bonds. As used in this policy, references to "bonds" include bonds, lines of credit, bond anticipation notes, and equipment and other financing leases.

### **5.10.1 For Federal Securities**

This policy and procedure is intended to guide the South Whidbey Parks and Recreation District, Island County, Washington (the "District") in meeting its obligations under applicable statutes, regulations and documentation associated with publicly offered and privately placed bonds and other securities of the District. These obligations may arise as a result of securities laws or as a result of contractual commitments made by the District. This policy should be read together with other District policies and procedures relating to its debt obligations and (with respect to tax-exempt securities) a separate District policy relating to requirements of federal tax law. This policy outlines obligations that may be applicable to each issue of securities and identifies the party responsible for monitoring compliance. In the District, the Executive Director (the "Director"), or such officer's designee, will be responsible for ensuring that the policy is followed and that a compliance checklist and records are maintained.

#### **5.10.1.a Scope and Purpose**

This policy and procedure is intended to establish a framework for compliance by the District with its disclosure and/or contractual obligations with respect to bonds, notes, and other securities it issues or that are issued on its behalf (as defined herein, the "securities"), pursuant to the requirements of federal and state securities laws and other applicable rules, regulations, and orders. This section applies generally to all of the District's bonds (regardless of their tax status) and other debt issued on the District's behalf subject to comparable requirements. The purpose of this policy is to: facilitate compliance with applicable law and existing ongoing disclosure undertakings when preparing and distributing initial and ongoing disclosure documents, to reduce exposure (of the District and its officials and employees) to liability for damages and enforcement

actions based on material misstatements and omissions in such documents, and to promote good investor relations.

#### **5.10.1.b The Anti-Fraud Rules**

It is the policy of the District to comply fully with applicable securities laws regarding disclosure in connection with the issuance of securities and with the terms of its continuing disclosure agreements, including the Anti-Fraud Rules. The “Anti-Fraud Rules” refer to Section 17 of the Securities Act of 1933 and Section 10(b) of the Securities Exchange Act of 1934, particularly Rule 10b-5 under the Securities Exchange Act of 1934, and regulations adopted by the Securities and Exchange Commission (the “SEC”) under those Acts.<sup>1</sup>

The Anti-Fraud Rules require all material information relating to the offered securities to be provided to potential investors in connection with the sale or issuance of securities. The information provided to investors must not contain any material misstatements, and the District must not omit material information which would be necessary to provide to investors a materially complete description of the securities and the District’s financial condition. In the context of securities laws, a fact is considered to be material if there is a substantial likelihood that a reasonable investor would consider it to be important, in the total mix of information made available to investors, in determining whether or not to purchase the securities being offered.

The Anti-Fraud Rules apply to all statements and other communications that are intended (or reasonably can be expected) to be accessible to and relied upon by investors in the District’s securities. Such communications include: Preliminary and final Official Statements (the offering documents used in connection with the sale of securities), filings made on EMMA (including filings made pursuant to continuing disclosure undertakings and voluntary postings), and may include, depending on the context, information uploaded or linked or posted to the website of the District, and press releases and other formal and/or public statements of the District.

#### **5.10.1.c Guidelines for Preparing Disclosure Documents**

1. All District staff members and officials involved in the preparation or review of disclosure documents or other investor communications are responsible for being familiar with the Anti-Fraud Rules. Violations of the Anti-Fraud Rules may be punishable by civil or criminal penalties against the District and the individual staff members and officials responsible for the violations.

2. Staff members and officials involved in the preparation or review of disclosure documents and other investor communications are instructed to err on the side of raising issues when preparing or reviewing such documents and communications. Officials and staff are encouraged to consult with the District’s bond counsel and/or disclosure counsel, if any, and/or

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<sup>1</sup> For example, the Anti-Fraud Rules provide that “It shall be unlawful for any person, directly or indirectly, ...

(a) To employ any device, scheme, or artifice to defraud,

(b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or

(c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person,

in connection with the purchase or sale of any security.”

the District's municipal advisor, if any, if there are questions regarding whether an issue is material. Any concerns regarding the accuracy of a disclosure document or other investor communication should be immediately reported to the District's bond counsel and/or disclosure counsel, if any.

3. The officers and employees charged by this policy with performing or refraining from any action may depart from this policy when they in good faith determine that such departure is in the best interests of the District and consistent with the duties of the District under the Anti-Fraud Rules. The Director is encouraged to first consult with bond counsel, disclosure counsel and/or other legal counsel to the District prior to any such departure.

4. Prior to the public release of any disclosure document or communication to be posted on EMMA, the Director or designee shall complete a final review of the material, consisting of comparing and resolving any material discrepancies between the District's audited (and unaudited, if needed) financial statements and other source materials, and cover-to-cover review of the communication.

#### 5.10.1.d Preliminary and Final Official Statements

For the purpose of satisfying the underwriter's compliance with SEC Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), the Director (and/or any other official designated by the Board of Commissioners of the District (the "Board"), if any) shall be responsible for "deeming final" the Preliminary Official Statement as of its date, except for the omission of information as to offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, maturity dates, delivery dates, and other terms of the securities dependent on such matters or permitted under the Rule to be omitted.

Prior to release of a final Official Statement, the Director or designee shall be responsible for reviewing and approving the document. Such officer's approval may be documented in the form of the signed closing certificate. In connection with the closing of the transaction, the Director (and any other official designated by the Board, if any) will execute a certificate under the Anti-Fraud Rules stating that the Preliminary and final Official Statements, as of their respective dates and as of the dates of pricing and closing, as applicable, do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances under which they were made.

#### 5.10.1.e Ongoing Disclosure

Under the provisions of the Rule, underwriters are required to obtain an agreement for ongoing disclosure in connection with the public offering of securities. The transcript for each issue subject to the Rule (i.e., all publicly sold securities) will include an undertaking by the District to comply with the Rule. The Director or designee will be responsible for, and monitor compliance by the District with, its undertakings. These undertakings may include the requirement for an annual filing of operating and financial information and will include a requirement to file notices of certain "listed events."

1. *Annual Filings.* The District shall file, on a timely basis, its audited financial statements and any operating data as required under its continuing disclosure agreements. If audited financial information is not available by the filing date, unaudited information must be filed, and the audited information must be filed as soon as it is available. Further, the Director is responsible for providing, in a timely manner, notice of any failure to provide required annual financial information, on or before the date specified in the applicable continuing disclosure agreement.

Prior to posting an annual filing, the Director will complete a final review, consisting of comparing and noting material discrepancies with source materials and compliance with the Anti-Fraud Rules. Each continuing disclosure filing shall be sent to the Director or other authorized officer for approval prior to posting on EMMA. The Director must exercise reasonable care to file the annual filings in word-searchable PDF format and with the identifying information required by the Continuing Disclosure Agreements, including applicable CUSIP numbers for the securities. The Director shall enroll on the EMMA website to receive annual email reminders of annual filing deadlines.

2. *Listed Events.*

(a) *When Notice is Required.* Notice of certain listed events must be filed in a timely manner not more than *ten (10) business days* after the occurrence of the event. As of the date of this policy, the listed events include the following:

- (1) Principal and interest payment delinquencies
- (2) Non-payment related defaults, *if material*
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties
- (5) Substitution of credit or liquidity providers, or their failure to perform
- (6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds
- (7) Modifications to the rights of bondholders, *if material*
- (8) Bond calls, if material, and tender offers
- (9) Defeasances
- (10) Release, substitution, or sale of property securing repayment of the securities, *if material*
- (11) Rating changes (both upgrades and downgrades)
- (12) Bankruptcy, insolvency, receivership or similar event of the District
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*
- (15) Incurrence of a Financial Obligation (as defined below) of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Security holders, *if material*; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

(b) *Definition of "Financial Obligation."* "Financial Obligation" is defined in the Rule to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of clause (A) or (B) of this definition. The term "Financial Obligation" does not include municipal securities as to which a final Official Statement has been provided consistent with the Rule.

(c) *Inventory of Financial Obligations.* To facilitate compliance with the notice requirement for the listed events, the Director will maintain an inventory of all Financial Obligations of the District. The Director will review each Financial Obligation (with the assistance of disclosure counsel and/or bond counsel as needed) to determine whether it is material and subject to reporting under the District's continuing disclosure agreements. The Director will periodically review the Rule's definition of Financial Obligation and the inventory of existing Financial Obligations with the appropriate District officers and employees. If there is a foreseeable possibility of any default, event of acceleration, termination event, modification of terms or other similar event is reasonably possible occur, the Director will be informed.

#### **5.10.1.f Other Investor Communications**

The Anti-Fraud Rules apply to all investor communications. Such investor communications may include, but are not limited to, voluntary filings made on EMMA, information on the District's website (such as on an investor relations webpage), communications with investors (or potential investors), press releases and other formal statements of the District that are intended to reach investors. The Director and other officers of the District shall exercise reasonable care to make sure that the information in investor communications is materially accurate and complete and otherwise in compliance with this policy.

#### **5.10.1.g Document Retention**

The following documents are to be maintained in connection with each security. The goal is to retain adequate records to substantiate compliance with the Anti-Fraud Rules. Unless otherwise specified, the following records are to be maintained.

1. Complete bond transcript.
2. A written record of any Financial Obligation or the occurrence of other notice event that is determined to be immaterial or not reflecting financial difficulty and thus not requiring disclosure, and the facts and circumstances used to reach such conclusion.
3. Documentation of the actions taken to prepare, check, review and approve each investor communication made pursuant to these procedures, including the sources of the information included.
4. Electronic copies of confirmations from EMMA of all continuing disclosure filings.
5. Copies of any filings or correspondence with the SEC or other regulatory body.

#### **5.10.1.h Training**

The District will provide opportunities for training to the Director, department managers/directors, elected officials and other individuals responsible for complying with this policy, as needed, specifically including the following training opportunities: at or after bond closing, a conference call or meeting with bond counsel to review the requirements applicable to a new bond issue; participation in in-house training sessions, CPE seminars, or seminars/webinars conducted by professional organizations (e.g., GFOA, WPTA, WFOA); and training will be provided as necessary to address any changes i

### 5.10.2 Federal Tax Law

This policy and procedure is intended to guide the South Whidbey Parks and Recreation District, Island County, Washington (the “District”) in meeting its obligations under applicable statutes, regulations and documentation associated with tax-exempt bonds and other tax-advantaged obligations. This policy should be read together with other District policies and procedures relating to its debt obligations and a separate District policy relating to the requirements of federal securities laws. This policy outlines obligations that may be applicable to each issue of tax-exempt or tax-advantaged bonds and identifies the party to be responsible for monitoring compliance. In the District, the Executive Director (the “Director”), or such officer’s designee, will be responsible for ensuring that the policy is followed and that compliance checklists and records are maintained.

#### 5.10.2.a Scope and Purpose

This policy and procedure applies to all of the District’s tax-exempt and tax-advantaged governmental bonds, and other bonds subject to comparable requirements. As used in this policy, references to “bonds” include bonds, lines of credit, bond anticipation notes, and equipment and other financing leases. This policy and procedure is intended to improve the District’s ability to: prevent violations in bond requirements from occurring; timely identify potential violations; and correct identified violations through appropriate remedial steps.

#### 5.10.2.b Transcripts

1. For each bond issue, the District will receive a full transcript, including a full record of the proceedings related to the issuance of the bonds. For tax-exempt and tax-advantaged bonds, the transcript will include proof of filing an IRS Form 8038-G or 8038-GC and a tax certificate (the “Tax Certificate”) with respect to the bonds.
2. Bond transcripts will be retained in the following location within the District: the Director’s Office.
3. Additional records to be retained by the District are listed in Section H below.

#### 5.10.2.c Use of Bond Proceeds

Monitoring the expenditure of bond proceeds is necessary to assure that the required amount of bond proceeds are expended for capital expenditures and that not more than 10% of the bond proceeds are expended for projects that will be used in a private trade or business (including by the federal government and nonprofit entities).

1. If the project(s) to be financed with the proceeds of the bonds will be funded with multiple sources of funds, the District will adopt an accounting methodology that:
  - (a) maintains each source of funding separately and monitors the actual expenditure of bond proceeds;
  - (b) commingles the proceeds and monitors the expenditures on a first in, first out basis; or

(c) provides for the expenditure of funds received from multiple sources on a proportionate basis.

2. Records of expenditures (timing of expenditure and object code) of the proceeds of bonds will be maintained by the Director.

3. If the project involves bond proceeds and other sources of funds and includes both governmental and nongovernmental use of the financed facilities, the Director in consultation with the project manager or other authorized District official will undertake a final reconciliation of bond proceeds expenditures and expenditures of other funds with project costs no later than 18 months after the later of the date of expenditure or the date that the project is placed in service (but in no event more than five years after the date of issue).

4. Any change in the scope of the project financed with bond proceeds should be reviewed and documented.

5. Any delay in the project and the expected spending of bond proceeds should be discussed with bond counsel and documented.

6. Records of investments and interest earnings on the bond proceeds will be maintained by the Director. Such records should include the amount of each investment, the date each investment is made, the date each investment matures and if sold prior to maturity, its sale date, and its interest rate and/or yield. Interest earnings on bonds are considered proceeds of the issue. Interest earnings on proceeds will be deposited in the fund in which the bond proceeds were deposited (if not, then the plan for use of interest earnings will be discussed with the District's bond counsel).

7. Records of interest earnings on reserve funds for the bonds will be maintained by the Director.

8. If at the completion of the project there are unspent bond proceeds, the Director, conferring with bond counsel, will direct application of the excess proceeds for permitted uses under federal tax law, state law, and bond authorization documents.

#### **5.10.2.d Arbitrage Rebates**

In general, bond proceeds and certain other funds can only be invested at a rate that exceeds the yield on the bonds under limited circumstances. Furthermore, amounts earned by investing above the bond yield must be rebated to the IRS, unless the District qualifies as a small issuer or a spending exception is met. The arbitrage and rebate requirements for each bond issue are detailed in the Tax Certificate executed in connection with the applicable bond issue. The Director will monitor compliance with the arbitrage rebate obligations of the District for each bond issue.

1. *Funds to Monitor.* The Director will monitor the following funds in connection with each bond issue: bond or debt service funds/accounts; project or construction funds/accounts; any refunding accounts; debt service funds/accounts; any other accounts with bond proceeds; and any other accounts holding amounts pledged to pay bonds.

2. *Review.* The Director will monitor rebate compliance for each issue of tax-exempt governmental obligations issued during that calendar year.

(a) During construction, the Director is to monitor expenditures to confirm satisfaction of expected exceptions to rebate (described below in Subsection 3).

(b) The first rebate payment is due five years after date of issue of the bonds plus 60 days.

(c) Rebate is due every succeeding five years, if there are unspent gross proceeds of the bonds.

(d) Final rebate payment is due 60 days after early redemption or retirement of the bonds.

3. *Rebate Exceptions.* The Director will review the Tax Certificate in the transcript in order to determine whether the District is expected to comply with a spending exception that would permit the District to avoid having to pay arbitrage rebate. If the Tax Certificate identifies this spending exception, then the Director will monitor the records of expenditures to determine whether the District met the spending exception (and thereby avoid having to pay any arbitrage rebate to the federal government).

4. *Rebate Consultant.* The Director may select and retain the services of a rebate consultant if determined to be necessary and in the best interest of the District in order to calculate any potential arbitrage rebate liability. The rebate consultant may be selected no later than the completion of the project to be financed with the proceeds of the issue. A rebate consultant may be selected on an issue by issue basis or for all bonds issued by the District. The selected rebate consultant shall provide a written report to the District with respect to the issue and with respect to any arbitrage rebate owed if any.

Based on the report of the rebate consultant, the District will file reports with and make any required payments to the Internal Revenue Service, no later than the fifth anniversary of the date of each issue (plus 60 days), and every five years thereafter, with the final installment due no later than 60 days following the retirement of the last obligation of the issue.

5. *Yield Reduction Payments.* If the District fails to expend all amounts required to be spent as of the close of any temporary period specified in the Tax Certificate (generally three years for proceeds of a new money issue and 13 months for amounts held in a debt service fund), the District will consult with bond counsel to determine and pay any required yield reduction payment.

#### **5.10.2.e Use of the Facilities Financed with Bond Proceeds**

In order to maintain tax-exemption of bonds issued on a tax-exempt or tax-advantaged basis, the financed facilities (projects) are required to be used for governmental purposes during the life of the issue. The IRS Treasury Regulations prohibit private business use (use by private parties (including nonprofit organizations and the federal government)) of tax-exempt financed facilities beyond permitted *de minimis* amounts unless cured by a prescribed remedial action. The Director will monitor and maintain records regarding any private use of the projects financed with such bond proceeds.

1. Private use may arise as a result of:

- (a) Sale of all or a portion of the facilities;
- (b) Lease of all or a portion of the facilities, including leases, easements or use arrangements for areas outside the four walls (e.g., hosting of cell phone towers);
- (c) Management contracts in which the District authorizes a third party to operate a facility (e.g., cafeteria or parking operator), except for qualified management contracts under IRS Rev. Proc. 2017-13 or any successor guidance;
- (d) Preference arrangements in which the District grants a third party preference of the facilities (e.g., preference parking in a public parking lot); and
- (e) Entering into contracts giving “special legal entitlement” to the facility (e.g., selling advertising space or naming rights).

2. All leases and other contracts involving use or management of bond-financed property will be sent prior to execution to the Director for review. The Director will confer with personnel responsible for bond financed projects at least annually to discuss any existing or planned use of bond-financed or refinanced facilities. Private use for each bond-financed project will be calculated annually.

3. If the Director or designee identifies private use of tax-exempt debt financed facilities, the Director or designee will consult with the District’s bond counsel to determine whether private use will adversely affect the tax-exempt status of the issue and if so, what remedial action is appropriate. The private use may be allocated to those facilities (or portions of facilities) that were funded from sources other than bond proceeds. If noncompliance will be remediated under existing remedial action provisions or tax-exempt bond closing agreement programs contained in the regulations or other published guidance from the IRS, the Director or designee will determine the deadline for taking action and proceed with diligence to take the required remedial actions. If remedial actions are unavailable, the Director or designee will determine whether to make a submission to the Tax-Exempt Bonds Voluntary Closing Agreement Program (“VCAP”) under Internal Revenue Manual 7.2.3.

#### **5.10.2.f Refunding**

For refunding escrows, the District will confirm that any scheduled purchases of State and Local Government Series (“SLGS”) or open market securities are made as scheduled. On the redemption date, the Director will confirm that the refunded bonds have been redeemed and cancelled. Promptly following the redemption date, the Director will confirm that all proceeds of the bonds and all proceeds of the refunded bonds have been spent, and verify that excess proceeds, if any, of the bonds do not exceed an amount permitted by IRS regulations.

Any final rebate payment is due 60 days after early redemption or retirement of the refunded bonds.

#### **5.10.2.g Reissuance**

A significant modification of the bond documents may result in bonds being deemed refunded

or “reissued.” Such an event will require, among other things, the filing of new information returns with the federal government and the execution of a new Tax Certificate. The District shall consult with bond counsel in the event of modification of the bond documents.

#### **5.10.2.a Records Retention**

1. Records with respect to matters described in this Section H will be retained by the District for the life of the bond issue (and any issue that refunds the bond issue) and for a period of three years thereafter.
2. Records to be retained:
  - (a) The transcript;
  - (b) Arbitrage rebate reports prepared by the District or by outside consultants;
  - (c) Work papers that were provided to the rebate consultants;
  - (d) Records necessary to document the allocation of bond proceeds and other sources of funds to particular projects or portions of projects;
  - (e) Records of expenditures and investment receipts (showing timing of expenditure and the object code of the expenditure and in the case of investment, timing of receipt of interest earnings). (Maintenance of underlying invoices should not be required provided the records include the date of the expenditure, payee name, payment amount and object code; however, if those documents are maintained as a matter of policy in electronic form, then the District should continue to maintain those records in accordance with this policy);
  - (f) Copies of all certificates and returns filed with the IRS (e.g., for payment of arbitrage rebate);
  - (g) Records documenting the final allocation of bond proceeds to projects, including any reallocations of bond proceeds, in a format showing the timing and substance of the reallocation, if applicable;
  - (h) Copies of all contracts relating to the use of the bond-financed facility including leases, concession agreements, management agreements and other agreements that give usage rights or legal entitlements with respect to the facility to nongovernmental persons (e.g., advertising displays, cell tower leases, and naming rights agreements; and
  - (i) Copies of all records noting compliance with these policies.

#### **5.10.2.i Training**

The District will provide opportunities for training to the Director, department managers/directors, elected officials and other individuals responsible for complying with this policy, as needed, specifically including the following training opportunities: at or after bond closing, a conference call or meeting with bond counsel to review the requirements applicable to a new bond issue;

participation in in-house training sessions, CPE seminars, or seminars/webinars conducted by professional organizations (e.g., GFOA, WPTA, WFOA); and training will be provided as necessary to address any changes in federal tax laws or this policy.

**5.10.3 Officials or employees responsible for review.** The Executive Director is responsible for ensuring that compliance with the District's post-issuance obligations occurs. He/She is to institute a calendaring system to track compliance with tasks in a timely manner.

- Federal tax requirements, including arbitrage, use of proceeds, use of facilities and IRS filings:
  - Arbitrage, IRS Filings:
  - Use of Proceeds:
  - Use of Facilities:
- Continuing disclosure requirements (if any):
  - Annual Filing:
  - Listed Event Notices:
- Prior to filing each annual filing or listed event notice, the Director is to circulate the draft filing or notice to bond counsel or to the District Attorney for review.
- The Director is responsible for reviewing the other requirements under this policy.

The Director is responsible for reviewing the transcript for the bonds, and in particular the authorizing documents and the federal tax certificate, as well as invoices and other expenditure records to monitor that the bond proceeds are spent on authorized project costs.

If, at the completion of the project, there are unspent bond proceeds, the Director, conferring with bond counsel, will direct application of the excess proceeds for permitted uses under federal tax law, state law, and bond authorization documents.

The Director may need to confer, from time to time, with the District's bond counsel, and/or financial advisor (if any), to confirm the applicability and scope of the requirements outlined in this policy. For reference, the contact information for these advisors is provided below:

- Pacifica Law Group LLP, as bond counsel
  - Deanna Gregory at 206-245-1716 or  
Deanna.gregory@pacificallawgroup.com,

## 5.11 Grant Application and Acceptance Policy

Purpose of this policy is to ensure that grant opportunities (\$50,000 and above) have support of the Board before grant application is submitted and to clarify grant acceptance procedures once the grant has been awarded. Additionally, the Director will confirm the bandwidth of staff to implement the grant and the financial ability to front any required funds.

The Director or presenting Board member shall brief the board on the grant opportunity as part of the Regular Board meeting. Unless otherwise directed by the Board, permission shall be granted to make the application. In instances where the deadline for the grant application does not allow this vetting with the Board, the Director, in agreement with the Board Chair and Treasurer can approve moving forward with the application and the Director will report this at the following Board meeting. The Board will complete any necessary resolutions or requirements as needed.

## CHAPTER VI. Parks

### 6.00 INTRODUCTION

The parks policies deal with the administration of the District's park properties in accordance with all local, state and federal laws.

### 6.01 Spray Policy

South Whidbey Parks & Recreation District strives to be responsible stewards of public lands. As such, the District's philosophy regarding the management of unwanted vegetation and pests is to use an integrated measures approach to control. Integrated measures shall include the following:

- a) Focus on plant health care (including but not limited to watering, fertilization, topdressing, aeration) to foster healthy environments, thus reducing the need for corrective measures.
- b) Manual reduction / removal, including but not limited to weed eating, mowing, dragging, and pulling by hand.
- c) Use of the least toxic, lowest risk chemical agents, registered with the Washington State Department of Agriculture, which are appropriate for the circumstance.

**6.01.01 Herbicide/Pesticide Spray Procedures.** The current philosophy regarding the use of pesticides and herbicides is to use as little as necessary, as infrequently as possible.

Appropriate record keeping, including log book entries of chemical agent usage, will be kept current and up to date.

When the use of pesticides or herbicides is deemed necessary for control of unwanted vegetation and pests, the District shall:

**6.01.01a Spot Spraying.** Spot spraying includes hand held or pump spray canister apparatus for use on a specific spot.

Staff will strive to spray, if at all possible, when no members of the public are in the general area.

Application will be timed to fall at times of the year or day when facility use is low, whenever possible.

If necessary, the spot shall be posted closed and coned off with a spray notification sign including the time of application, product name, and office contact phone number for additional information.

## **6.02 Long Term Signage Policy for Outside Groups**

All signs posted on District property require the permission of the District prior to their placement. South Whidbey Parks & Recreation District hereby authorizes and approves the following Signage Policy applicable to any long term signs requested by any outside group.

**6.02.01 Long Term Sign.** A long term sign is any sign requesting a placement on District Property for a term longer than one year. Long term signs for outside groups must be related to a specific donation, group or activity on Park District property, be aligned with the Park District mission and guiding principles, and be approved by a majority vote of the Board of Commissioners. The initial application for consideration should be submitted to the SWPRD Director for review of required contents prior to inclusion on a board meeting agenda.

All long term signage requests are subject to all applicable county and state regulations that may apply. Approval by the Board of Commissioners is merely the first step in the process.

**6.02.03 Application Requirements.** Petitioners for the placement of a long term sign are required to provide the following in their request for long term signage placement:

**Design-** All signs must be professionally designed and illustrations of sign design must be provided to the Board of Commissioners for review, including samples of signage materials.

**Dimensions-** All designs must show scale and all applications must provide either a mock-up of the actual sign in size and scope or proposed dimensions of the sign.

**Placement-** Final long term sign placement decisions are at the discretion of the Board of commissioners, requests for placement locations should be included and will be considered. If sign is proposed in an un-landscaped area, plans must include landscaping at the cost of the requestor.

**Term-**Signs requested under this policy may be placed for a minimum of a one year term up to a term for the life of the sign. The life of the sign is determined by the district in its sole discretion.

**Installation-** The entire cost for sign installation is the responsibility of the requestor. Any district resources used in the process will be billed. If sign is placed in an existing landscaped area, landscaping must be returned to its pre-installation condition as part of the installation process. If sign is proposed in an un-landscaped area, plans must include landscaping at the cost of the requestor.

**6.02.04 Maintenance and Upkeep.** The district assumes no responsibility for the maintenance and upkeep of any sign placed under the auspices of this policy. If in the opinion of the district, a sign placed under this policy has fallen into disrepair, an attempt will be made to notify the requestor or

organization responsible. If no action to correct the situation is taken or the requestor or organization responsible cannot be located within 60 days, the district may take down the sign and a new request process may be required to replace it.

**6.02.05 Signage placed at own risk.** All signage is placed at the sole risk of the specific requestor and SWPRD will not reimburse said requestor for any damage to their signage nor any damage caused by their signage regardless of circumstances. All requestors applying for a signage permit will be required to sign documentation indemnifying SWPRD from any responsibility for the signage as part of the application for permit process prior to the placement of any signage.

### **6.03 Temporary Signage Policy for Outside Groups**

All signs posted on District property require the permission of the District prior to their placement. South Whidbey Parks & Recreation District hereby authorizes and approves the following Signage Policy applicable to non-profit groups, civic organizations and youth sports leagues, if such entities are authorized to use District facilities by a permit issued by the District. This policy applies to signs larger than 11"x17".

**6.03.01 Sign Permit.** All signs placed on District property require the requesting organization to obtain a permit in advance of the proposed installation. Permits are available on the District website – [www.swparks.org](http://www.swparks.org), or from the District office – 5475 Maxwellton Road, Langley.

**6.03.02 Types of Signage.** Non-profit groups, civic organizations and athletic leagues are allowed, with prior approval from a District Department Head or Director, to place signs or banners that inform the community of one-time or limited duration events taking place at the District, including, but not limited to, registrations, tournaments, fundraisers, clinics, and workshops.

Athletic leagues are allowed to display banners that feature sponsors or inform the community of one-time or limited duration events taking place at the District, including, but not limited to, registrations, tournaments, fundraisers, clinics, and workshops. Where appropriate, banners must be equipped with wind slits.

**6.03.03 Location.** Athletic leagues are allowed, with prior approval from a District Department Head or Director, to place sponsorship banners at the following locations:

- Sports Complex – chain link fence along entry drive to parking lot.
- Community Park – backstops and dugout fences, with sign surface facing away from the field of play.
- All other sign placement will be evaluated at time of request.

Signs or banners authorized to be placed on District property pursuant to this signage policy are to be installed and taken down by a League authorized representative or upon club representative's permission, the parks maintenance staff.

**6.03.04 Duration.** One-time or limited duration events – signs may be placed no sooner than two weeks before the first day of the event and must be removed no later than the second day after the last day of the event.

Athletic league sponsors – signs may be placed no sooner than one week before the first practice of the season and must be removed no later than one week after the last official game of the season.

If any signage is left up past the specified duration, staff will attempt to contact the responsible party to have the signs removed. If the party cannot be reached or has not responded after one week, staff will carefully take down the signs and store them until the responsible party can be reached to pick them up.

**6.03.05 Signage placed at own risk.** All banners and signage are placed at the sole risk of the specific non-profit, civic organization or athletic league and SWPRD will not reimburse said organization for any damage to their signage nor any damage caused by their signage regardless of circumstances. All organizations applying for a signage permit will be required to sign documentation indemnifying SWPRD from any responsibility for the signage as part of the application for permit process prior to the placement of any signage.

## **6.04 Special Event Temporary Camping Policy**

The following criteria must be met by the event organizer before a temporary camping request can be considered by the South Whidbey Parks & Recreation District Board of Commissioners:

**6.04.01 Special Event associated.** Temporary camping requests must be made in conjunction with a special event that is being held at SWPRD’s Community Park.

a) “Special event” shall be defined as follows:

- Multiple (consecutive) day event.
- Designed to bring in large crowds of event-goers (1,000 or more daily).
- Examples of a special event include but are not limited to festivals and sports tournaments.
- Activities that will NOT be considered special events for the purposes of this policy include family picnics or reunions, one (1) day festivals, one (1) day sports tournaments.

**6.04.02 Insurance Requirements.** All organizations MUST PROVIDE, with their camping request, proof of insurance, including a letter of endorsement, which covers the full period of use (i.e. photocopy of insurance certificate). The insurance must provide minimum coverage of \$1,000,000, and must also name South Whidbey Parks & Recreation District as additionally insured.

**6.04.03 Island County Special Event Application.** An Island County Special Event Application must be submitted for review by the Island County Sheriff’s Office. The Sheriff’s Office will determine the number of on-site security officers needed on a case-by-case basis, taking into consideration the type of event, activities included and estimated crowd size. Event organizer shall incur the expense of on-site security, which must be arranged through the Island County Sheriff’s Office. On-site security shall be scheduled for the entire duration of the camping request (including overnight). The event organizer

must demonstrate (i.e., letter of confirmation from Island County Sheriff's Office) that on-site security arrangements have been made at the time of camping request.

**6.04.04 Damage Deposit required.** If approved, a damage deposit of \$500.00 shall be submitted to SWPRD at least 10 business days prior to the scheduled event. Any expenses incurred by the District, including labor, equipment, supplies, etc. as a result of event camping (i.e., repair of facility and/or property damages, litter clean-up) will be deducted from the deposit before a refund is issued to the event organizer. Refunds take up to 45 days for processing.

**6.04.05 RV Camping only.** Approved temporary camping shall be restricted to self-contained RV (recreational vehicle) camping. No tents or tent campers will be approved for camping. Use of trucks, SUV's, etc. for sleeping quarters will not be approved for camping.

**6.04.06 Rules and Regulations.** Water, sewer and electrical are not provided for any temporary camping areas.

Temporary camping shall be restricted to the upper parking lot and turn around areas of Community Park.

If approved, event organizers shall be responsible for managing all aspects of temporary camping including, but not limited to, reservations, handling of fees, directing traffic, enforcement of park rules, and clean-up.

Approved temporary camping vehicles shall be charged \$10.00 per night per vehicle. The collection of camping fees shall be handled by the event organizer. All revenue from camping fees shall be paid to SWPRD by the event organizer at the completion of the event.

Absolutely no campfires will be allowed in any area of the park, including the temporary camping areas.

NO ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ARE PERMITTED in any area under the ownership, management, or control of South Whidbey Parks & Recreation District. Any person who fails to comply with the law may be subject to arrest and applicable fines. In addition, said person may be ejected from the park facility and barred from the use of any park facility in the future. The use or possession of any alcoholic beverage in connection with any event or other authorized use shall be sufficient cause for revoking the event request and the temporary camping request.

Sleeping capacity per recreational vehicle shall not exceed manufacturer's guidelines.

Event sponsor will be responsible for making arrangements for and providing adequate dumpsters to accommodate garbage generated from temporary camping and event.

## **6.05 Donation Program**

The Donation program provides parameters for all donations of trees, benches, or other items for park properties. These include any commemorative or memorial donations.

**6.05.01 New Donations.** New donations are those accepted after the adoption of this resolution.

**6.05.02 Donation Elements.** The District has an interest in ensuring that park elements purchased and installed are high quality in relation to style, appearance, durability and ease of maintenance. District staff will be responsible for the purchase and installation of all park elements. The Board of Commissioners will have the final approval of any donation that is to be placed inside of any District park or facility.

District staff will maintain a list of available locations for potential donations and memorials. The list should prioritize locations that have been identified in existing parks master plans for additional amenities but have not yet been funded.

**6.05.03 Cost of Donation.** The District has an interest in ensuring that the initial donor covers the full-cost for the purchase, installation, and maintenance during the expected life cycle of donated park elements.

The District also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance of other District Facilities. Consequently the District will assess, at the time of purchase, a charge sufficient to cover anticipated on-going maintenance of donated park elements during their expected life expectancy.

The types of park elements which are donated to the District typically have a limited life span due to the nature of materials used and the effects of wear and tear from public use and exposure to the elements. For this reason, it is appropriate to limit acknowledgement of the initial donation to the expected life span of the improvement. Unless otherwise noted, acknowledgement of donations and memorials will be granted for up to ten years. If current information is on file, the initial donor will be informed and given the opportunity to fund the refurbishment of the original donation at the expiration of the initial ten year period or when the elements are deemed in need of repair or replacement.

The District shall not be held responsible for loss or damage of any kind to the donated item. Loss or damage to the donated item due to extreme weather or storms may be repaired by the District only if the donor who shall, at his/her option, submit a new application, including all applicable fees, for the replacement of the donated item, except that the District will not require additional fees for the installation, administration and general maintenance for the remainder of the original 10 year contract.

**6.05.04 Donation of Art/Monuments.** Proposals for permanent monuments, public art or sculptures should represent community values and be mindful of future generations. All existing art donated to the District must be accompanied by an appraisal and documentation about the artist and the work, including provenance.

The Park District Board of Commissioners will approve guidelines and procedures for accepting public art and monuments. These guidelines should incorporate criteria that allow for consistent evaluation of proposals and which consider subjects such as artistic merit, appropriate location, existing master plans, quality, scale, and character of the art.

**6.05.05 Existing Donations/Memorials.** For the purpose of this policy, existing donations and memorials are those which were installed prior to the adoption of this policy.

Many donations and memorials have been accepted without anticipating the life-cycle maintenance costs and without informing the donors that their acknowledgement might become time limited. In the interest of fairness to donors and respect for their donations and memorials, existing acknowledgements will remain in place until the donation or memorial is damaged or replaced. If current information is on file, the initial donor will be informed and given the opportunity to fund the refurbishment of the original donation.

The District and the community have an interest in ensuring that existing park elements be restored and refurbished, in addition to providing for the installation of new amenities. District staff will provide the opportunity for donations and memorials to fund the refurbishment of existing park elements at a lower cost than the installation of new elements.

(Chapter 6 in general approved via Resolution September 2024)