

Tulare Public Cemetery District

This is an Endowment Care Interment

SPECIAL BOARD MEETING AGENDA



*Chairman- Carlos Ramos
Vice Chairman- James Pennington
Secretary- Alberto Aguilar
Trustees- Xavier Avila and Stephen Present*

**Tulare Public Cemetery – Conference Room
900 E. Kern Avenue – Tulare, CA**

**Monday, May 22, 2023
11:00am – Special Board Meeting**

Public Information about Meetings:

Attend meetings in person or access the meeting live via Facebook <https://www.facebook.com/profile.php?id=100076699464485>

Documents related to items on the agenda are accessible on District's website at www.tularecemetery.net and available for viewing in a single binder at the entrance of the conference room.

Public Comments – Any member of the public wishing to address the Board shall first identify himself or herself and shall be limited to three(3) minutes (six (6) minutes if a language interpreter is used) unless extended by the chairperson. It is the Board's intent to accommodate all persons who wish to attend open public meetings.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE IN MEMORY OF THOSE WHO HAVE PASSED
5. RECOGNITION OF VISITORS
6. PUBLIC COMMENTS (three (3) minutes per person)
7. TRUSTEE COMMENTS (three (3) minutes per person)
8. OPEN SESSION - AUDIT REPORTS, ITEMS OF INTEREST & GENERAL BUSINESS
(All items are subject to discussion and possible action by the Board of Trustees.)
 - 8.1- Social Vocational Services - Participation Agreement
9. CLOSED SESSION – ITEMS:
 - 9.1-CONFERENCE WITH LEGAL COUNSEL-Employees Status
(Government Code Section 54957)
10. OPEN SESSION FROM CLOSED SESSION:
 - 10.1-Announcements out (If Any)
11. ADJOURNMENT

OPEN SESSION AGENDA ITEMS NOTICE TO THE PUBLIC

ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 8:00 AM – 4:00 PM AT THE CEMETERY DISTRICT OFFICE LOCATED AT 900 E. KERN AVE. - TULARE, CA 93274

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU SHOULD NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BOARD OFFICE AT (559) 686-5544 FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING.

RULES OF DECORUM

- Meetings of the Tulare Cemetery District shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Trustees is retained at all times.
- No person in the audience at a District meeting shall engage in disorderly, boisterous conduct or other acts which disturb, disrupt or otherwise impede the orderly conduct of any District meeting.
- The Chair shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the Chair, a person persists in disturbing the meeting, the Chair shall order him or her, to leave the District meeting.
- If such person does not remove himself or herself, the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor.

ADDRESSING THE CEMETERY BOARD

- No person shall address the Trustees without first being recognized by the Chair.
- Each person shall confine his or her remarks to the agenda item.
- Each person shall limit his or her remarks for business items or oral communications to three minutes, with a total of 15 minutes allotted for the Public Comment Period unless further time is granted by the Chair.
- All remarks shall be addressed to the Trustees as a whole and not to any single member thereof, unless in response to a question from such member.
- No question may be asked of the Trustees without permission of the Chair.

TRUSTEE CONDUCT

- The Tulare Public Cemetery Trustees agree to disagree.
- The Tulare Public Cemetery Trustees when desiring to speak shall address the Chair and confine their remarks to the questions under debate.
- The Tulare Public Cemetery Trustees will use respectful language, will not shout nor use aggressive behavior when communicating ideas, beliefs or comments.
- The Tulare Public Cemetery Trustees will not allow personal attacks on staff, each other, or the public.
- The Tulare Public Cemetery Trustees will not condone issues brought before the board that warrant public review without allowing the staff to review the situation and/or permission to add to the board agenda. Issues that warrant review, discussion and/or consideration of the legislative body shall be presented at an open and public meeting in a courteous and professional manner.
- The Tulare Public Cemetery Trustees will not condone grandstanding.
- The Tulare Public Cemetery Trustees will not belabor issues that have either been resolved or tabled to ensure continued productive discussions and decisions.
- The Tulare Public Cemetery Trustees will be proactive in addressing disagreements with fellow members or staff by directly addressing concerns with that member through meaningful and respectful dialogue.



Participation Agreement
Community Inclusion Services (CIS)

This agreement, effective 3-10-2023 is between Employ America (EA), a division of SVS and:

Employer Name:	<u>TULARE CEMETERY</u>
Address:	<u>900 E. Kern Avenue, Tulare, CA 93274</u>
Phone, Fax:	<u>559-686 -5544</u>
Billing E-Mail:	<u>Same as above</u>
Contact Person:	<u>Clara Bernardo – Office Administrator</u>

Social Vocational Services (SVS) will provide trainees and supervision of trainees according to the following mutually agreed upon terms:

1. SVS will provide employer with pre-screened workers supervised by SVS staff. The usual configuration of a CIS group is either 3 clients with one supervisor or 6-7 clients with 2 supervisors. The group will work according to the following schedule (if days and hours are flexible please indicate below):

Days/week: 5-M-F	Hours/day: 3	Start time: 8:00 am	End time: 11:00 am
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2. Training and supervision of workers will be provided by SVS staff who together with their Program Directors will serve as a liaison between the Employer and SVS to ensure satisfaction and compliance with this Agreement. Workers' Compensation Insurance for SVS employees and Liability Insurance for the work is provided by SVS.

3. Description of work to be performed by SVS (include specific duties, responsibilities and tasks as well as equipment and supplies that are to be used):

Weed eat grass around each headstone, follow up with blowing grass into piles, pick up grass clippings, put into trash cans, dump at end of shift.

*SVS provides the weed eaters, blowers, rakes, twine, oil, gas, goggles and gloves.

*Tulare Cemetery provides trash cans

4. SVS office responsible for this contract:

Program Director: Norma DeJesus

SVS Office Address: 1225 Leland Street, Tulare, CA 93274

Phone/Email: 559-684-9280 / ndejesus@svsinc.org

5. Training of SVS staff to job specifications will occur according to the following plan:

- ✓ SVS will arrange for the supervising staff person to report to the Employer at a pre-scheduled time (at least one week prior to the contract start date) to receive training and information regarding work skills required, employer rules/policies and any interpersonal skills necessary to adapt to the work environment. This information will be conveyed to all workers individually and in daily group meetings during the first two weeks of work.
- ✓ If the Employer chooses, SVS workers and their supervisors may attend an orientation and introduction to the work place prior to start of the contract.
- ✓ The SVS supervisor will be responsible for quality control. Sample inspections of all work performed will occur daily. SVS administrative staff will complete a site visit at least once per month to review overall performance and compliance.

6. Billing for Employ America services will be: 2923 Per month

Billing will be monthly and is due and payable upon receipt. If you would like to pay by Visa or MasterCard, please contact our Client Contracts Biller at 310-944-3303, ext. 146. If you prefer to pay by check, please make it payable to Employ America and send to:

**Employ America
Attn: CCB – Accounts Receivables
3555 Torrance Blvd.
Torrance, CA 90503**

Any bill not paid within 60 days of receipt will be subject to a late charge.

7. SVS personnel generally observe 9 non-working holidays during the year. Any and all variations to this schedule must be specified below:

SVS Holidays (cross off if not applicable)

New Year's Day	Memorial Day	Thanksgiving
Martin Luther King Day	Independence Day	Thanksgiving Friday
Presidents' Day	Labor Day	Christmas Day

Additional Employer Holidays (if any)

8. This agreement will remain in force unless amended or cancelled by either party, with 30 days written notice. Annually, the performance and costs associated with this agreement will be reviewed by both parties and a new Personnel Leasing Agreement (PLA) signed if necessary.



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