

**PLEASANT VALLEY RECREATION & PARK DISTRICT
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS
601 CARMEN DR., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
September 4, 2019**

5:00 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Adjourn to Closed Session

B. CLOSED SESSION

1) Conference with Legal Counsel – Existing Litigation

The District Board will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: *Pleasant Valley Recreation & Park District and Service Employees International Union Local 721*; Public Employment Relations Board Case Number Case No. LA-CE-1378-M.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #637

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.

5. PRESENTATIONS

A. District Highlights/Summer Recap

B. Camarillo Community Band

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.

7. CONSENT AGENDA – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.

A. Minutes for Special Board Meeting of July 29, 2019

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

Approval of District's disbursements dated on or before August 23, 2019.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for June 30, 2019 and July 31, 2019.

D. Consideration and Approval of Bid Specifications for Parking Lot Repairs at Freedom Park

By performing a complete repavement, the District will be able to implement a preventative maintenance standard to maximize the life expectancy of the refurbished parking lots.

E. Consideration of Entering into an Agreement Between American Legal Publishing Corporation and Pleasant Valley Recreation and Park District to Examine, Classify and Prepare Documents to be Searchable by the Public and Staff

Staff identified a need for District documents to be uniform and easily searchable. This line item expense is in the fiscal year 19-20 operating budget.

F. Consideration and Approval of Request for Proposal for Two New Fleet Vehicles

Two District vehicles over 17 years in age will be replaced with safer and more fuel-efficient vehicles.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of a Ten-Year Agreement Between the Pleasant Valley Recreation and Park District and Miracle League 805, Inc. for the Use and Maintenance for Portions of the Community Center Park

Miracle League 805 will operate a baseball program at University Preparation Charter School and would like to have access to PVRPD's ADA restrooms and the parking lot.

Suggested Action: A MOTION to Approve the proposed ten (10) year agreement (Agreement), between the District and Miracle League 805, a California 501 (c)(3) non-profit corporation, setting forth the terms and conditions for Miracle League's shared use and maintenance agreement.

B. Consideration and Approval of a Professional Services Agreement with Leach Mounce Architects for the Design and Construction Plans for the Aquatic Center Shower Remodel

An architectural firm is needed to prepare the design concepts and construction documents for the Aquatic Center showers and dressing rooms.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a professional services agreement between the District and Leach Mounce Architects for the design and construction plans for the Aquatic Center showers and restrooms for \$61,990.

C. Review and Discuss Portions of Sections 118 and 202 of Ordinance 8, Governing the Use of Parks, Recreation Areas and Facilities

Language regarding "written permission of the District Board" for user groups "restricting access or charging a fee" in Ordinance 8 needs clarification for continuity.

Suggested Action: Provide direction regarding Section 118 – Park Access During Permitted Activity and Section 202 – Vehicles and Parking, Item K in the District's Ordinance No. 8, *Governing the Use of Parks, Recreation Areas, and Facilities*.

D. Impasse Presentation by SEIU Local 721 and the District

Both the District and the Representatives from the Service Employee International Union (SEIU) Local No 721 have agreed upon the following procedure to conduct an impasse presentation.

- Union presentation (15 min. presentation)
- District presentation (15 min. presentation)
- Union rebuttal (5 min. presentation)

Suggested Actions: Receive the presentations, ask questions and provide direction to staff.

9. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:

- A. Chairman Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager’s Report

10. ORAL COMMUNICATIONS- Informal items from Board Members or staff not requiring action.

11. ADJOURNMENT

Notes: The Board of Directors reserves the right to modify the order in which agenda items are heard. Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Wednesday Board meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



PLEASANT VALLEY RECREATION AND PARK DISTRICT
CO-SPONSORED GROUP
ANNUAL UPDATE

Group: Camarillo Community Band

Date: 8/16/19

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, September, 4th at 6pm at The City of Camarillo Council Chambers

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Daniel A. Rhymes	PO Box 231		805-231-1303
Vice President	Betty Weyek	PO Box 231		805-233-2452
Treasurer	Rick Austinson	PO Box 231		805-302-4732
Secretary	Mark Fischer	PO Box 231		805-444-4014

Number of participants last year: 100 Band members participated at some time
Projected number of participants upcoming year: 120 Band members anticipated next year

Changes Organization has made from previous year: We performed four summer concerts at Constitution Park (we did not use Community Center Park) Our participation in the July 4th celebration was cancelled due to construction at the High School field. We participated in the Memorial Day services at Conejo Mountain Memorial Park We are scheduled to present a Christmas concert December 8th at Camarillo Community Center.

Comments for the PVRPD Board of Directors: We would like to thank the PVR&PD for their support of the Camarillo Community Band for the past 34 years. We look forward to many more years of making music. We are committed to providing "Concerts in the Park" for Camarillo and the surrounding communities.

Primary Facility (ies) Used? Constitution Park and Community Center Auditorium
What Time are Board Meetings Held? Four CCB Board meetings are scheduled each year
Where are Board Meetings Held? Meetings are scheduled at the convenience of members
When are new Board Members Elected? New Board members are elected at the Dec. meeting
When are new Board Members Installed? Board members are installed on January 1, 2020

Pleasant Valley Recreation and Park District Liaison: Jane Raab, Recreation Supervisor

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement by August 16, 2019 to:
Jane Raab
1605 E. Burnley Street, Camarillo, CA 93010
Phone: 482-1996 x 105
Fax: 805-482-3468

Form Completed by (print): Daniel A. Rhymes
Sign:

Date 8/16/19

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
COMMUNITY SERVICE GROUP - ANNUAL REVIEW
FINANCIAL STATEMENT**

NAME OF ORGANIZATION Camarillo Community Band

Last Year's Financial Statement

Proposed Budget

Period: 1/1/18 to 12/31/18

Period: 1/1/19 to 12/31/19

CHECKING
Beginning Balance: \$7,077.02

CHECKING
Beginning Balance: \$5,779.14

Revenue:

Registration: \$
Tournaments: \$
Fundraisers: \$
Snack Bar: \$
Interest: \$
Dues: \$
Miscellaneous Income: \$3,009.00
Total Revenue \$3,009.00

Revenue:

Registration: \$
Tournaments: \$
Fundraisers: \$
Snack Bar: \$
Interest: \$
Dues: \$
Miscellaneous Income: \$3,000.00
Total Revenue \$3,000.00

Expenses:

Admin Expense \$739.67
Advertising \$608.85
Awards \$
Equipment \$411.20
Facility/Field Maint. \$
Insurance \$543.53
Internet (online registration) \$
Licensing/Membership \$
Maintenance (field/facility) \$
Miscellaneous \$627.92
Paid Staff \$
Professional Services (refs) \$
Refunds \$
Rentals \$1,102.71
School District \$
Snack Bar Resale \$
Supplies \$245.11
Tournament Entries \$
Uniforms \$27.89
Contingency \$
Total Expense: \$4,306.88

Expenses:

Admin Expense \$406.00
Advertising \$1,025.00
Awards \$
Equipment \$500.00
Facility/Field Maint. \$
Insurance \$550.00
Internet (online registration) \$
Licensing/Membership \$
Maintenance (field/facility) \$
Miscellaneous \$650.00
Paid Staff \$
Professional Services (refs) \$
Refunds \$
Rentals \$677.00
School District \$
Snack Bar Resale \$
Supplies \$100.00
Tournament Entries \$
Uniforms \$
Contingency \$
Total Expense: \$3,908.00

Ending Balance: \$5,779.14

Ending Balance: \$4,871.14

<i>List Savings/CDs/Investments here:</i>		<i>List Savings/CDs/Investments here:</i>	
Savings Account	\$	Savings Account	\$
CD Account ___ month	\$	CD Account ___ month	\$
CD Account ___ month	\$	CD Account ___ month	\$
Investment Account	\$	Investment Account	\$
Other Account	\$	Other Account	\$
Total Other Accounts	\$	Total Other Accounts	\$
Checking + Other	<u>\$5,779.14</u>	Checking + Other	<u>\$4,871.14</u>

Comparison of PVR&PD Financial headings
to CCB Financial headings

PVR&PD Financial Reporting Form

A	Admin. Expense
B	Advertising
C	Awards
D	Equipment
E	Facility/ Field Maint.
F	Insurance
G	Internet (online registration)
H	Licensing/Membership
I	Maintenance (Field/Facility)
J	Miscellaneous
K	Paid Staff
L	Professional Services (refs)
M	Refunds
N	Rentals
O	School District
P	Snack Bar Resale
Q	Supplies
R	Tournament Entries
S	Uniforms
T	Contingency

CCB Expenses

1	P O Box rental
6	Bank charges and fees
20	Tax Returns / Official filings
21	Technology
22	Phone
23	Website
24	Quick books On Line
2	Postage
3	Printing – Original Info
4	Printing - Programs
5	Printing – Publicity
X	N/A
16	Music Purchase
17	Base Library (non director)
X	N/A
14	Insurance
X	N/A
X	N/A
X	N/A
13	Gift
19	Refreshments
X	N/A
X	N/A
25	Refunds
8	Equipment Use
9	Equipment
10	Equipment - Facilities
11	Equipment - Rehearsals
12	Equipment – Concerts
X	N/A
X	N/A
7	Concert Supplies
18	Office Supplies
X	N/A
15	Logo Wear
26	Contingency

DAR 8-18-19

BYLAWS of CAMARILLO COMMUNITY BAND
September 16, 2018

1. NAME

- a. The name of this nonprofit corporation shall be the Camarillo Community Band or CCB hereinafter called the "Corporation." The Corporation may carry out its purpose, as described below, under any other name or names that may be approved from time to time by the Board of Directors.

2. PRINCIPAL OFFICE

- a. The principal office of the Corporation is located in the County of Ventura, California. The Board of Directors may change the principal office from one location to another. Any change of this location shall be noted by the Secretary on these Bylaws opposite this section, or this section may be amended to state the new location.

3. PURPOSE

- a. The mission of the Corporation shall be to provide an opportunity for local musicians to continue their love of performing music in an enjoyable environment and to provide an entertaining and educational community concert experience for local residents. To accomplish these purposes, the Corporation may receive, hold and disburse gifts, bequests, devises and other funds and may own, maintain or lease suitable real estate and building and any personal property which is deemed necessary for these purposes, enter into, make and perform and carry out contracts of any kind for any lawful purpose without limit as to amount, apply for grants and hold fund-raising events.

4. NONPARTISAN ACTIVITIES

- a. This Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

5. DEDICATION OF ASSETS

- a. The properties and assets of this nonprofit Corporation are irrevocably dedicated to charitable and/or educational purposes. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any member or Director of this Corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to charitable and/or educational purposes, provided that the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code Section 501(c)(3).

6. MEMBERSHIP

- a. The corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, at its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board finds appropriate.

7. BOARD OF DIRECTORS

- a. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved, the business, assets and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the Board of Directors, hereinafter called the "Board." These powers include:
 - i. Select and remove all chairmen, agents, and employees of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation.
 - ii. Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or outside the State of California; and designate any place within or outside the State of California for the holding of any member's meeting or meetings, including annual meetings.
 - iii. Adopt, make, and use a corporate seal; prescribe the forms of membership certificates; and alter the form of the seal and certificate.
 - iv. Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
 - v. Accept on behalf of the Corporation any contribution, gift, bequest or devise for the charitable, educational or public purposes of this corporation.
- b. The authorized number of Directors on the Board shall be as set by resolution of the Board, but not less than four (4) or more than fifteen (15). Directors shall be at least 18 years old and residents of California. Each Director shall hold office for a term of one year and until his successor shall have been elected and qualified.
- c. Nominations for the Board of Directors and Officers shall be solicited 30 days prior to the date of the election.

- d. The Board of Directors and Officers shall be elected at the Annual Meeting (Section 9a) of the Board of Directors. Each current Director shall cast one vote.
- e. The Board of Directors may appoint Chairpersons to perform duties determined from time to time by the Board of Directors. Chairpersons require approval from the Board of Directors for any action or expenditure determined from time to time by the Board of Directors.
- f. Officers and Directors shall not receive compensation from the Corporation. Officers and Directors may receive reimbursement of expenses, as may be determined by resolution of the Board of Directors to be just and reasonable.
- g. Events Causing Vacancy. A vacancy or vacancies in the Board of Directors shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director, (ii) the declaration by resolution of the Board of Directors of a vacancy of the office of a Director who has been declared of unsound mind by any order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under Section 5320 et seq. of the California Nonprofit Corporation Law.
- h. Resignations. Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.
- i. Removal of Directors. The Board of Directors shall have summary power by vote of a majority of its members then in office to suspend or to remove any member of the Board of Directors without cause, or for conduct which in its opinion disturbs the order, dignity, business or harmony, or impairs the good name, popularity or prosperity of the organization, or which is likely, in its opinion, to endanger the welfare, interest or character of the organization, or for any conduct in violation of State or Federal law, these Bylaws, or of the rules and regulations of the Corporation which may be made from time to time. Such action by the Board of Directors may be taken at any meeting of such Board upon the initiative of any member or members of such Board. The proceedings of the Board of Directors in such matter shall be final and conclusive.

8. OFFICERS OF THE CORPORATION.

- a. The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Officers are elected members of the Board of Directors. The Corporation may also have such other Officers as the Corporation deems necessary. Neither the Secretary nor the Treasurer may serve concurrently as the President.
 - i. **PRESIDENT.** The President shall, subject to the control of the Board of Directors, generally supervise, direct, and control the business and the Officers of the Corporation. The President shall execute, with the Secretary, in the name of the Corporation, all deeds, bonds, contracts and other obligations and instruments authorized by the Board of Directors to be executed. The President shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.
 - ii. **VICE PRESIDENT.** In the absence or disability of the President, a Vice President, if any, shall be designated by the Board of Directors to perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions of the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for them by the Board of Directors.
 - iii. **SECRETARY:** The Secretary shall keep a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding, the names of those present at such meetings, the number of Directors present, and the proceedings of such meetings. The Secretary shall attend to all business correspondence; create and maintain rosters of CCB members consisting of lists of names, instruments, and contact information and shall provide this information to other Directors upon request; and communicate to all CCB members the information about the Corporation and ensemble in a timely manner.
 - iv. **TREASURER:** The Treasurer shall keep and maintain adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statement. The books of account shall be open to inspection of any Director at all reasonable times. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board of Directors; shall render to the President and Directors, whenever they request it, an

account of all of his transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

- v. **MEMBER AT LARGE:** The Board of Directors may elect Board members-at-large whom the business of the Corporation may require, each of whom shall have the title, hold office for one year, have the authority, and perform the duties specified in the Bylaws or determined from time to time by the Board of Directors.

9. MEETINGS

- a. The annual meeting of the Board of Directors shall be held between September 1st and December 31st. At the annual meeting, Directors and Officers shall be elected by the Board of Directors and Directors may transact other business as necessary.
- b. Meetings of the Board of Directors for any purpose may be called at any time by the President, the Secretary, or any two Directors.
- c. Regular meetings of the Board may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board.
- d. Notice of the time and place of meetings shall be given to each Director at least one week in advance in person, by mail, by telephone, or by other electronic means, including electronic mail (email.)
- e. A majority of the actual number of Directors shall constitute a quorum for the transaction of business. At a meeting duly held at which a quorum is present, every act or decision done or made by a majority of the actual number of Directors shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation law, especially those provisions relating to (i) approval of contracts or transaction in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors. Those actions require the approval of a majority of all serving Directors and must be done in strict compliance with said Law.
- f. Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action. Such action by written consent of all Board members shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

10. REPORTS AND INSPECTION

- a. The fiscal year of the Corporation shall be January 1 to December 31.
- b. An annual report shall be sent to the Directors by the treasurer not later than 120 days after the close of the Corporation's fiscal year. Such report shall contain in appropriate detail the assets, liabilities and revenue of the Corporation at the end of the fiscal year. The report shall also include any information required by California Corporations Code Section 6322.
- c. Every Director shall have the absolute right, at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the Corporation and each of its subsidiary Corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

11. INDEMNIFICATION AND INSURANCE

- a. The Corporation may indemnify any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, as may be allowed by the California Nonprofit Corporation Law and any future amendments to it.
- b. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this section.

12. BYLAW REVISIONS AND AMENDMENTS

- a. Amendments of these Bylaws may be proposed at any meeting of the Board of Directors of the Corporation. The proposed amendments should be provided to all Directors a month prior to the next Board meeting. To become effective, changes must be approved by a majority of the actual number of Directors.

13. CONSTRUCTION AND DEFINITIONS

- a. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular, the term "person" includes both the Corporation and a natural person.

Camarillo Community Band Bylaws Approved: September 16, 2018

Camarillo Community Band Officers


Daniel Rhymes - President

Sept 16, 2018
Date


Betty Weyek - Vice President

Sept 16, 2018
Date


Mark Fischer - Secretary

Sept 16, 2018
Date


Karen Gatchel - Treasurer

SEPT. 16, 2018
Date

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
July 29, 2019**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:28 p.m. by Chairman Kelley.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Park Supervisor Brandon Lopez, Recreation Supervisor Macy Trueblood, Ricardo Gofredo, John Garduce, Jay Evans, Rich Frank, Ed Carlstone, Lacey Withers, Jeremy Hart and John Courtney.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of July 3, 2019
- B. Consideration and Adoption of Resolution No. 635 Designating the Administrative Services Manager, General Manager and Park Services Manager to Act as Agents to Engage with FEMA and the Governor's Office of Emergency Services Regarding Grant Applications
- C. Consideration and Approval of Request for Proposals for the Aquatic Center Showers Remodel Design

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve the Consent Agenda.

**Motion to
Approve Consent
Agenda**

Voting was as follows:

Ayes: Mishler, Dixon, Malloy, Magner, Chairman Kelley

Noes:

Absent:

Motion: Carried

Carried

7. NEW ITEMS-DISCUSSION/ACTION

A. Senior and Community Recreation Facility Project Design Options

General Manager Mary Otten introduced Jeremy Hart and John Courtney with LPA Architects who provided an update on the design options and cost estimates for the proposed Senior and Community Recreation Facility Project. With input from community workshops, the Liaison Committee and the District, LPA drafted four design concepts for consideration. Discussion included: design options A and B with one entry point and a need for retrofitting existing buildings versus design options C and D with multiple entry control points, separate buildings and interior courtyards; building codes and future expansions; gymnasium roof line, loss of green space use in back area, higher square footage costs with options A and B with less operational costs than C and D; challenge of multiple entry points and concerns with safety, staffing and traffic flow; basketball court size, request for an option of a lobby modification for the possible reduction of an entry point and increased lobby size; and projected recovery. After polling the board members, Chairman Kelley recommended options B and D for the Liaison Committee's consideration.

**Recommendation
for Options
B & D**

B. Consideration and Adoption of Resolution No. 636, an Application for Proposition 68 Parks and Water Bond 2018 Funding

Lacey Withers with the landscape architectural firm of Withers & Sandgren presented the final design concept for Arneill Ranch Park based on several community and board meetings. Some concept furnishings to be included are low level track lighting, upgraded fitness course stations, view fencing, a dry creek swale feature with native plants and grasses, a butterfly garden, additional seating, additional walking trails, a new challenge course, play equipment and game, social meeting areas and signage.

Administrative Analyst Anthony Miller presented a resolution which would approve the filing of an application for grant funds from the Statewide Park Development and Community Revitalization Grant Program for this renovation. The request is for a little over \$4 million which would cover from the demo work to the grand opening.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to adopt Resolution No. 636, an application to California Department of Parks and Recreation for Proposition 68 for a grant to renovate Arneill Ranch Park.

**Motion to
Adopt Reso 636,
Prop 68 Grant
Application for
Arneill Ranch**

Voting was as follows:

Ayes: Magner, Mishler, Malloy, Dixon, Chairman Kelley

Noes:

Absent:

Motion: Carried

Carried

C. Consideration and Approval of a Contract for the Aquatic Center Pool Heater to Air Works Solutions, with a Concurrent Fund 10 Budget Adjustment

Park Supervisor Brandon Lopez presented a request for approval of a new pool heater at the Aquatic Center and a capital budget adjustment in the amount of \$23,930. During a routine maintenance check of the pool's heater, it was determined that the current heater is beyond repair and needs replacement. Discussion included: old heater exceeding its service life, solar as a non-option due to immediate need for the heater, and the quick installation process.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to:

1. Approve and authorize the General Manager to execute a contract with Air Works Solutions for the purchase and installation of a Raypak Hi-Delta water heater for the Aquatic Center and
2. Approve a budget adjustment in the amount of \$23,930 to the Capital Budget in Fund 10.

Motion to Approve Air Works Solutions For Pool Heater & Approve Capital Budget Adjustment

Voting was as follows:

Ayes: Magner, Malloy, Mishler, Dixon, Chairman Kelley

Noes:

Absent:

Motion: Carried

Carried

D. Consideration and Approval of the Replacement Playground at Camarillo Grove Park

Park Services Manager Bob Cerasuolo presented a playground equipment quote from Great Western Recreation for a replacement playground at Camarillo Grove Park. The original playground was damaged by the Hill Fire in November 2018 and insurance will pay for a replacement playground. Staff is also requesting additional amenities and elements of an inclusive playground to allow for a wider use.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the quote from Great Western Recreation and authorize the General Manager to enter into an agreement for the purchase and installation of playground equipment with Option #2:

- Install playground structure to include the approved playground structure as well as add inclusive and additional activity pieces for a total cost of \$34,117 and subsequently Approve a budget adjustment in the amount of \$34,117 to the Capital Budget in Fund 10.

Motion to Approve Great Western for Cam Grove Playground & Approve Capital Budget Adjustment

Voting was as follows:

Ayes: Magner, Mishler, Malloy, Dixon, Chairman Kelley

Noes:

Absent:

Motion: Carried

Carried

E. Consideration and Direction Regarding Agreements Between the Pleasant Valley School District (PVSD) and the Pleasant Valley Recreation & Park District (PVRPD)
General Manager Mary Otten stated that there is a need to update joint use agreements that the District has with Pleasant Valley School District (PVSD). The agreements include Los Altos Field Lights, Woodcreek, Monte Vista Gym, Los Altos Field Maintenance, Valle Lindo and Las Colinas Middle School. The PVSD board met and is authorizing their staff to proceed with negotiations with the District regarding the agreements. Discussion included: the Miracle League's potential use of the fields at University Preparation Charter School, importance and difficulty of assessing cost recovery, consideration of educational code direct costs and reimbursements, individual schools' principal input, user groups and addressing the specific agreements. The Board directed staff to work on a master joint use agreement with PVSD and to consider addendums for the specific sites/agreements.

7. ORAL COMMUNICATIONS

General Manager Mary Otten stated that there is a need to create a new ad hoc committee for the proposed park at Springville. Directors Mishler and Malloy volunteered to sit on the committee.

8. ADJOURNMENT

Chairman Kelley adjourned the meeting at 8:22 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Robert Kelley
Chairman

Pleasant Valley Recreation and Park District
Finance Report
July 2019

	Date	Amount	
Accounts Payables:	7/4/2019	\$ 94,735.76	AP
	7/05/2019-7/31/19	\$ 320,768.49	AP
	Total	\$ 415,504.25	
Payroll (Total Cost):			
	7/11/2019	\$ 156,229.18	
	7/25/2019	\$ 167,739.12	
	Total	\$ 323,968.30	
Outgoing:Online Payments			
	7/1/2019	\$ 221.52	5/2019 & 6/2019 AFLAC
	7/5/2019	\$ 28,448.18	CALPERS- 7/2019 Health Insurance
	7/8/2019	\$ 3,625.19	WEX (76) Fuel Service
	7/11/2019	\$ 14,391.53	CALPERS (Ret)- PR 7/11/19
	7/17/2019	\$ 479.55	VSP- 7/2019 Vision Insurance
	7/17/2019	\$ 1,796.93	The Hartford- 7/2019 Life/ADD/STD/LTD Insurance
	7/17/2019	\$ 2,172.84	The Guardian- 7/2019 Dental Insurance
	7/26/2019	\$ 14,720.00	CALPERS (Ret)- PR 7/25/19
	7/30/2019	\$ 10.61	Spectrum Cable
	7/31/2019	\$ 11,378.82	City of Camarillo- Water
	7/31/2019	\$ 84.17	Sprint
	Total	\$ 77,329.34	
	Grand Total	\$ 816,801.89	

CASH REPORT

	7/31/2019 Balance	7/31/2018 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 365,251.14	\$ 636,529.56	
457 Pension Trust Restricted	\$ 67,098.11	\$ 75,867.36	
Quimby Fee - Restricted	\$ 171,869.25	\$ 307,240.20	
Multi-Bank Securities Restricted	\$ 661,096.74	\$ 661,096.74	
Ventura County Pool - Restricted	\$ 4,191,635.37	\$ 5,079,480.28	
FCDP Checking	\$ 20,979.04	\$ 29,503.80	
Total	\$ 5,477,929.65	\$ 6,789,717.94	
Semi-Restricted Funds			
Assessment	\$ 681,274.66	\$ 119,648.30	
Capital Improvement	\$ 30,979.88	\$ 29,239.14	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 40,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,724,443.03	\$ 2,149,324.06	
Contingency - Dry Period	\$ 271,000.00	\$ 181,000.00	
Contingency - Computer	\$ 10,000.00	\$ 5,000.00	
Contingency - Repair/Oper/Admin	\$ 30,000.00	\$ -	
Total	\$ 3,814,939.31	\$ 2,541,453.24	
Unrestricted Funds			
Contingency	\$ 766,059.76	\$ 564,133.45	
Cal Trust	\$ 836,862.31	\$ 935,834.87	
General Fund Checking	\$ 281,460.53	\$ 547,624.27	
Total	\$ 1,884,382.60	\$ 2,047,592.59	
Total of all Funds	\$ 11,177,251.56	\$ 11,378,763.77	\$ (201,512.21)

	8/12/2019 Balance	8/31/2018 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 365,251.14	\$ 636,529.56	
457 Pension Trust Restricted	\$ 67,098.11	\$ 70,058.34	
Quimby Fee - Restricted	\$ 172,201.51	\$ 307,637.77	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 644,897.54	
Ventura County Pool - Restricted	\$ 4,191,635.37	\$ 5,056,897.54	
FCDP Checking	\$ 20,979.04	\$ 29,730.35	
Total	\$ 5,477,929.65	\$ 6,745,751.10	
Semi-Restricted Funds			
Assessment	\$ 664,274.66	\$ 78,264.53	
Capital Improvement	\$ 30,979.88	\$ 29,257.50	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 40,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,724,443.03	\$ 2,094,955.79	
Contingency - Dry Period	\$ 271,000.00	\$ 181,000.00	
Contingency - Computer	\$ 10,000.00	\$ 5,000.00	
Contingency - Repair/Oper/Admin	\$ 30,000.00	\$ -	
Total	\$ 3,797,939.31	\$ 2,445,719.56	
Unrestricted Funds			
Contingency	\$ 766,059.76	\$ 564,292.73	
Cal Trust	\$ 586,862.31	\$ 735,934.87	
General Fund Checking	\$ 392,630.74	\$ 249,070.72	
Total	\$ 1,745,552.81	\$ 1,549,298.32	
Total of all Funds	\$ 11,021,421.77	\$ 10,740,768.98	\$ 280,652.79

MBS – Multi Bank Securities

MBS - US Treasury Type	March 15 2018	April 7 2018	May 10 2018	June 6 2018	July 11 2018	Aug 9 2018	Sept 11 2018	Oct 15 2018	Nov 11 2018
US 3 Month	1.728%	1.694%	1.842%	1.900%	1.922%	2.003%	2.095%	2.228%	2.327%
US 6 Month	1.893%	1.860%	2.000%	2.067%	2.085%	2.173%	2.255%	2.395%	2.464%
US 1 Year	1.988%	1.954%	2.175%	2.223%	2.260%	2.343%	2.435%	2.567%	2.637%
US 2 Year	2.287%	2.266%	2.526%	2.520%	2.582%	2.649%	2.744%	2.853%	2.924%
US 3 Year	2.425%	2.397%	2.667%	2.650%	2.672%	2.728%	2.820%	2.941%	2.990%
US 5 Year	2.627%	2.584%	2.526%	2.809%	2.752%	2.811%	2.869%	3.012%	3.039%
	Dec 11 2018	Jan 11 2019	Feb 11 2019	March 13 2019	April 9 2019	May 8 2019	June 10 2019	July 9 2019	Aug 12 2019
US 3 Month	2.344%	2.345%	2.375%	2.388%	2.376%	2.399%	2.215%	2.148%	1.927%
US 6 Month	2.475%	2.437%	2.432%	2.445%	2.375%	2.388%	2.128%	2.065%	1.875%
US 1 Year	2.595%	2.490%	2.458%	2.435%	2.332%	2.295%	1.961%	1.932%	1.702%
US 2 Year	2.754%	2.537%	2.490%	2.463%	2.346%	2.297%	1.904%	1.886%	1.575%
US 3 Year	2.751%	2.504%	2.467%	2.433%	2.294%	2.264%	1.874%	1.835%	1.503%
US 5 Year	2.726%	2.520%	2.475%	2.522%	2.306%	2.287%	1.915%	1.857%	1.484%

Ventura County Pool

Investment Name	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018	September 2018	October 2018
Ventura County Pool	1.552%	1.611%	1.781%	1.857%	1.963%	2.072%	2.136%	2.135%	2.293%
	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019
Ventura County Pool	2.433%	2.483%	2.757%	2.669%	2.655%	2.677%	2.686%	2.707%	2.639%

• Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018	September 2018	October 2018
Local Agency Investment Fund (LAIF)	1.412%	1.524%	1.661%	1.755%	1.854%	1.944%	1.998%	2.160%	2.144%
	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019
Local Agency Investment Fund (LAIF)	2.208%	2.291%	2.355%	2.392%	2.436%	2.445%	2.449%	2.428%	2.379%

Cal Trust

Investment Name		January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019
Cal Trust		2.54%	2.52%	2.52%	2.58%	2.54%	2.59%	2.38%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 4, 2019

SUBJECT: FINANCE REPORT JUNE 2019

RECOMMENDATION

It is recommended the Board review and approve the **PRELIMINARY/UNAUDITED** Financial Statements for June 30, 2019 for Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JUNE 30, 2019

The District's **PRELIMINARY/UNAUDITED** Statements of Revenues and Expenditures for the period of July 1, 2018 through June 30, 2019 with a year-to-date comparison for the period of July 1, 2017 through June 30, 2018 are attached. The percentage rate used for the 2018-2019 fiscal year budget is 100% for Period 12 of the fiscal year.

REVENUES

Total **PRELIMINARY/UNAUDITED** revenue for the 12th month ending June 30, 2019 for Fund 10 (General Fund) has an overall increase of \$764,683 in comparison to fiscal year 2017-2018. The increases are primarily due to: 1) Tax Apportionment (\$191,193), 2) ROPS Reimbursement (\$97,213), 3) Interest Earnings (\$78,074), 3) Hill Fire Insurance Reimbursement (\$76,073), 4) Other Purchase/Discounts Taken (\$25,524) and various other revenue accounts having an increase over the same period as last year.

Total **PRELIMINARY/UNAUDITED** revenue for the 12th month ending June 30, 2019 for Fund 20 (Assessment District) is at 100.73% of budget.

Fund 30, the Park Dedication Fund received two Park Dedication Fee payments: 1) Aldersgate Construction (\$50,291) and 2) Habitat for Humanity (\$35,242) in the month of June.

EXPENDITURES

PRELIMINARY/UNAUDITED Personnel Expenditures have increased by \$361,945 for fiscal year 2018-2019 in comparison to personnel expenses for the same time last year. Most of the increase is due to: 1) Full-Time Salaries (\$100,707), 2) CalPERS Unfunded Liability (\$73,519), 2) Workers Compensation (\$65,182), 3) Employee Insurance (\$44,166), 4) Part-Time Salaries (\$37,591) and 5) Workers Compensation (\$18,457).

PRELIMINARY/UNAUDITED Service and Supply Expenditures for Fund 10 have increased \$200,048 in comparison to the same period last year. This increase in expenditure is primarily due to the following items: 1) Appropriation Fees/Collection Fees (\$115,606) and 2) Hill Fire (\$60,452).

PRELIMINARY/UNAUDITED Fund 20 is at 82.2% in Personnel and 99.1% in Service and Supplies. The Assessment District is staying within budget in all categories.

Fund 30 has no Personnel Expenses for the fiscal year 2018-2019 and Services and Supplies expenses consist of \$192 for Advertising Expense and Bank Charges for the fiscal year.

The Capital projects finished at 66.0% of budget at June 30, 2019.

FISCAL IMPACT

Overall the **PRELIMINARY/UNAUDITED** financials show the District is under the approved budget for Fund 10 by 7.5% and Fund 20 by 1.3%.

RECOMMENDATION

It is recommended the Board review and approve the **PRELIMINARY/UNAUDITED** Financial Statements for June 30, 2019 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of June 30, 2019 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of June 30, 2019 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of June 30, 2019 Fund 30
(1 page)

General Ledger
Fune 10 General Ledger
June 2019 100%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110-5240	\$ (169,630.32)	\$ (6,323,490.76)	\$ (6,697,643.13)	\$ (6,506,450.00)	\$ 191,193.13	102.94%
Interest Earnings	5310	\$ (22,867.12)	\$ (46,559.19)	\$ (96,374.40)	\$ (18,300.00)	\$ 78,074.40	526.64%
MBS Interest Earnings	5320	\$ -	\$ (533.67)	\$ -	\$ -	\$ -	0.00%
Dividends - CAPRI Prior Years	5460	\$ -	\$ (9,711.62)	\$ (9,382.00)	\$ -	\$ 9,382.00	0.00%
Hill Fire 2018	5465	\$ (3,072.88)	\$ -	\$ (76,072.88)	\$ -	\$ 76,072.88	0.00%
Park Patrol Citations	5506	\$ (1,432.76)	\$ (3,903.77)	\$ (9,399.22)	\$ (4,510.00)	\$ 4,889.22	208.41%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ (100.00)	\$ (100.00)	0.00%
Contract Classes-Public Fees	5510	\$ (23,505.48)	\$ (219,431.62)	\$ (224,938.49)	\$ (232,539.00)	\$ (7,600.51)	96.73%
Public Fees	5511	\$ (63,271.80)	\$ (327,911.95)	\$ (410,015.87)	\$ (393,842.00)	\$ 16,173.87	104.11%
Swim Pass-Adult Splash (20)	5513-5529	\$ (8,313.50)	\$ (62,146.93)	\$ (55,401.77)	\$ (71,695.00)	\$ (16,293.23)	77.27%
Rental	5530	\$ (57,079.04)	\$ (257,834.74)	\$ (432,117.36)	\$ (417,196.00)	\$ 14,921.36	103.58%
Cell Tower Revenue	5535	\$ (4,797.37)	\$ (85,160.17)	\$ (91,675.52)	\$ (83,534.00)	\$ 8,141.52	109.75%
Annual Passes	5536	\$ -	\$ -	\$ 122.00	\$ -	\$ (122.00)	0.00%
Parking Fees	5540	\$ (2,372.37)	\$ (21,384.27)	\$ (16,969.18)	\$ (10,470.00)	\$ 6,499.18	162.07%
Indemnity Revenue	5545	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ -	0.00%
Dues	5550	\$ -	\$ (1,564.00)	\$ (1,201.00)	\$ (2,160.00)	\$ (959.00)	55.60%
Activity Guide Revenue	5555	\$ (2,700.00)	\$ (11,274.50)	\$ (15,975.75)	\$ (16,000.00)	\$ (24.25)	99.85%
Sponsorships	5558	\$ -	\$ -	\$ (3,600.00)	\$ -	\$ 3,600.00	0.00%
Staffing Cost Recovery	5563	\$ (12,427.25)	\$ (3,759.30)	\$ (20,137.41)	\$ (5,000.00)	\$ 15,137.41	402.75%
Special Event Permits	5564	\$ (100.00)	\$ (403.00)	\$ (1,206.00)	\$ (1,000.00)	\$ 206.00	120.60%
Gain/(Loss) LAIF Investments	5565	\$ (4,737.83)	\$ 4,001.33	\$ (4,737.83)	\$ -	\$ 4,737.83	0.00%
Donations	5570	\$ (15.00)	\$ (83,496.45)	\$ (95,704.50)	\$ (90,870.00)	\$ 4,834.50	105.32%
Grant - HCF	5573	\$ (1.00)	\$ (16,504.00)	\$ (2.00)	\$ -	\$ 2.00	0.00%
Other/Purchase Discount Taken	5575	\$ (5,494.25)	\$ (83,854.06)	\$ (90,138.56)	\$ (64,615.00)	\$ 25,523.56	139.50%
Credit Card Processing Fee	5576	\$ (61.41)	\$ (75.00)	\$ (346.44)	\$ -	\$ 346.44	0.00%
Cash Over/Under	5580	\$ -	\$ (165.00)	\$ (124.00)	\$ -	\$ 124.00	0.00%
Incentive Income	5585	\$ (612.27)	\$ (2,257.47)	\$ (2,762.58)	\$ (1,600.00)	\$ 1,162.58	172.66%
Prior Period Adjustment	5595	\$ (3,117.02)	\$ -	\$ (3,117.02)	\$ -	\$ 3,117.02	0.00%
Reimbursement - ROPS	5600	\$ -	\$ (294,682.81)	\$ (287,212.86)	\$ (190,000.00)	\$ 97,212.86	151.16%
Reimb-Needs Assessment/LPA	5605	\$ (15,277.34)	\$ (44,141.50)	\$ (15,793.34)	\$ -	\$ 15,793.34	0.00%
Revenue		\$ (400,886.01)	\$ (7,897,244.45)	\$ (8,661,927.11)	\$ (8,109,881.00)	\$ 552,046.11	106.81%
YTD Comparison				\$ (764,682.66)			
Expense							
Full Time Salaries	6100	\$ 208,283.60	\$ 2,100,088.89	\$ 2,200,795.96	\$ 2,401,820.00	\$ 201,024.04	91.63%
Overtime Salaries	6101	\$ 2,805.57	\$ 22,371.09	\$ 34,829.90	\$ 38,536.00	\$ 3,706.10	90.38%
Car Allowance	6105	\$ 830.74	\$ 10,821.19	\$ 10,806.25	\$ 10,800.00	\$ (6.25)	100.06%
Cell Phone Allowance	6108	\$ 1,141.00	\$ 14,735.24	\$ 15,398.86	\$ 15,900.00	\$ 501.14	96.85%
Part-Time Salaries	6110	\$ 84,089.64	\$ 584,690.76	\$ 622,281.97	\$ 726,323.00	\$ 104,041.03	85.68%
Retirement	6120	\$ 36,130.10	\$ 365,383.83	\$ 379,755.73	\$ 440,350.00	\$ 60,594.27	86.24%
457 Pension	6121	\$ 87.17	\$ 7,447.28	\$ 7,399.23	\$ 7,445.00	\$ 45.77	99.39%
Employee Insurance	6130	\$ 62,669.98	\$ 223,098.93	\$ 267,264.52	\$ 350,837.00	\$ 83,572.48	76.18%
Workers Compensation	6140	\$ 17,710.91	\$ 141,214.98	\$ 206,396.94	\$ 212,453.00	\$ 6,056.06	97.15%
Unemployment Insurance	6150	\$ 1,116.00	\$ 1,782.00	\$ 9,563.00	\$ 2,200.00	\$ (7,363.00)	434.68%
Loan - Pension Obligation	6160	\$ 20,300.83	\$ 238,042.00	\$ 243,609.96	\$ 243,610.00	\$ 0.04	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 245,195.00	\$ 318,714.00	\$ 318,714.00	\$ -	100.00%
Personnel		\$ 435,165.54	\$ 3,954,871.19	\$ 4,316,816.32	\$ 4,768,988.00	\$ 452,171.68	90.52%
YTD Comparison				\$ 361,945.13			
Services and Supplies							
Telephone	6210	\$ 1,524.62	\$ 12,481.66	\$ 12,222.82	\$ 11,456.00	\$ (766.82)	106.69%
Internet Services	6220	\$ 40,435.96	\$ 23,770.61	\$ 67,469.49	\$ 54,758.00	\$ (12,711.49)	123.21%
Pool Chemicals	6310	\$ 625.55	\$ 5,808.65	\$ 6,034.50	\$ 12,000.00	\$ 5,965.50	50.29%
Janitorial Supplies	6320	\$ 10,739.89	\$ 46,587.18	\$ 56,753.29	\$ 52,200.00	\$ (4,553.29)	108.72%
Kitchen Supplies	6330	\$ 300.91	\$ 487.72	\$ 889.01	\$ 1,400.00	\$ 510.99	63.50%
Food Supplies	6340	\$ 6,584.04	\$ 3,427.16	\$ 12,351.38	\$ 10,575.00	\$ (1,776.38)	116.80%
Water Maint & Service	6350	\$ 149.15	\$ 969.52	\$ 1,164.43	\$ 1,080.00	\$ (84.43)	107.82%
Laundry/Wash Service	6360	\$ 205.00	\$ 356.00	\$ 404.50	\$ 380.00	\$ (24.50)	106.45%
Medical Supplies	6380	\$ 61.69	\$ -	\$ 184.81	\$ 650.00	\$ 465.19	28.43%
Insurance Liability	6410	\$ -	\$ 97,943.00	\$ 115,144.00	\$ 111,732.00	\$ (3,412.00)	103.05%
Equipment Maintenance	6500	\$ -	\$ -	\$ 4.60	\$ 400.00	\$ 395.40	1.15%
Fuel	6510	\$ 8,679.67	\$ 39,563.42	\$ 47,886.18	\$ 43,000.00	\$ (4,886.18)	111.36%
Vehicle Maintenance	6520	\$ 2,629.90	\$ 33,171.64	\$ 31,069.59	\$ 35,400.00	\$ 4,330.41	87.77%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00	0.00%
Computer Equip Maintenance	6540	\$ 189.28	\$ 1,625.06	\$ 217.81	\$ 2,400.00	\$ 2,182.19	9.08%

General Ledger
Fune 10 General Ledger
June 2019 100%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Building Repair	6610	\$ 7,228.42	\$ 60,591.10	\$ 99,509.45	\$ 98,315.00	\$ (1,194.45)	101.21%
Bldg Equip Maint/Repair	6620	\$ 1,803.35	\$ 29,911.63	\$ 7,790.35	\$ 20,760.00	\$ 12,969.65	37.53%
Improvements/Maintenance	6630	\$ 2,360.81	\$ 41,292.47	\$ 37,986.15	\$ 24,000.00	\$ (13,986.15)	158.28%
Hill Fire 2018	6640	\$ 22,264.74	\$ -	\$ 60,452.27	\$ -	\$ (60,452.27)	0.00%
Grounds Maintenance	6710	\$ 9,306.91	\$ 74,354.93	\$ 80,908.20	\$ 87,980.00	\$ 7,071.80	91.96%
Tree Care - Assess	6719	\$ -	\$ 14,175.00	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
Contracted LS Services	6720	\$ (25,127.50)	\$ 650.94	\$ 832.10	\$ -	\$ (832.10)	0.00%
Park Signage (Branding)	6725	\$ 4,471.61	\$ 40,605.71	\$ 4,956.90	\$ 15,000.00	\$ 10,043.10	33.05%
Contracted Pest Control	6730	\$ -	\$ 1,925.00	\$ 1,500.00	\$ 2,000.00	\$ 500.00	75.00%
Rubbish & Refuse	6740	\$ 11,272.95	\$ 66,896.31	\$ 62,451.08	\$ 65,760.00	\$ 3,308.92	94.97%
Vandalism/Theft	6750	\$ -	\$ 453.77	\$ 48.17	\$ 2,000.00	\$ 1,951.83	2.41%
Memberships	6810	\$ -	\$ 12,583.18	\$ 12,523.63	\$ 14,315.00	\$ 1,791.37	87.49%
Office Supplies	6910	\$ 3,080.09	\$ 20,986.90	\$ 16,997.07	\$ 29,934.00	\$ 12,936.93	56.78%
Postage Expense	6920	\$ 506.85	\$ 29,021.04	\$ 13,003.91	\$ 26,900.00	\$ 13,896.09	48.34%
Advertising Expense	6930	\$ 427.90	\$ 9,708.34	\$ 13,034.14	\$ 12,240.00	\$ (794.14)	106.49%
Printing Charges	6940	\$ 2,434.85	\$ 12,564.44	\$ 15,597.06	\$ 14,048.00	\$ (1,549.06)	111.03%
Bank&ActiveNet Charges	6950	\$ 12,407.18	\$ 59,645.28	\$ 61,611.47	\$ 55,758.00	\$ (5,853.47)	110.50%
Approp Redev/Collection Fees	6960	\$ -	\$ 374,062.83	\$ 489,668.40	\$ 399,740.00	\$ (89,928.40)	122.50%
Minor Furn Fixture & Equip	6980	\$ -	\$ 1,033.76	\$ 1,110.04	\$ 1,533.00	\$ 422.96	72.41%
Comp Hardware/Software Exp	6990	\$ 29.98	\$ 11,389.79	\$ 9,514.49	\$ 13,264.00	\$ 3,749.51	71.73%
Fingerprint Fees (HR)	7010	\$ 854.00	\$ 2,116.90	\$ 1,630.00	\$ 2,440.00	\$ 810.00	66.80%
Fire & Safety Insp Fees	7020	\$ -	\$ 1,990.10	\$ 4,052.43	\$ 3,925.00	\$ (127.43)	103.25%
Permit & Licensing Fees	7030	\$ 5,634.49	\$ 6,849.29	\$ 14,172.28	\$ 11,150.00	\$ (3,022.28)	127.11%
State License Fee	7040	\$ -	\$ 341.25	\$ 755.00	\$ 400.00	\$ (355.00)	188.75%
Professional Services	7100	\$ -	\$ 400.00	\$ 1,400.00	\$ 1,000.00	\$ (400.00)	140.00%
Legal Services	7110	\$ 19,486.25	\$ 48,835.89	\$ 70,458.25	\$ 69,150.00	\$ (1,308.25)	101.89%
Typeset and Print Services	7115	\$ 278.31	\$ 48,421.80	\$ 39,134.19	\$ 45,900.00	\$ 6,765.81	85.26%
Instructor Services	7120	\$ 31,747.89	\$ 131,901.46	\$ 151,005.63	\$ 168,426.00	\$ 17,420.37	89.66%
PERS Admin Fees	7125	\$ 69.21	\$ 1,361.59	\$ 786.05	\$ 1,550.00	\$ 763.95	50.71%
Audit Services	7130	\$ 8,350.45	\$ 17,800.00	\$ 20,810.45	\$ 17,260.00	\$ (3,550.45)	120.57%
Medical & Health Svcs (HR)	7140	\$ 1,520.00	\$ 3,780.00	\$ 3,065.00	\$ 5,500.00	\$ 2,435.00	55.73%
Security Services	7150	\$ 200.00	\$ 6,417.60	\$ 4,147.88	\$ 5,400.00	\$ 1,252.12	76.81%
Entertainment Services	7160	\$ -	\$ 1,337.53	\$ 2,174.99	\$ 5,000.00	\$ 2,825.01	43.50%
Business Services	7180	\$ 1,678.47	\$ 59,046.35	\$ 88,070.75	\$ 88,600.00	\$ 529.25	99.40%
Conversion Adjustment	7185	\$ (678.13)	\$ -	\$ 6,283.31	\$ -	\$ (6,283.31)	0.00%
Umpire/Referee Services	7190	\$ 680.00	\$ 1,395.00	\$ 1,830.00	\$ 2,065.00	\$ 235.00	88.62%
Subscriptions	7210	\$ -	\$ 3,585.01	\$ 662.27	\$ 4,508.00	\$ 3,845.73	14.69%
Rents & Leases - Equip	7310	\$ 10,228.13	\$ 19,107.66	\$ 35,673.80	\$ 40,210.00	\$ 4,536.20	88.72%
Bldg/Field Leases & Rental	7320	\$ (7,067.80)	\$ 65.00	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ 99.36	\$ 1,763.98	\$ 1,105.59	\$ 2,000.00	\$ 894.41	55.28%
Supplies	7420	\$ 379.96	\$ 5,272.11	\$ 6,328.70	\$ 5,300.00	\$ (1,028.70)	119.41%
Bingo Supplies	7430	\$ 1,118.51	\$ 8,086.63	\$ 8,329.24	\$ 8,500.00	\$ 170.76	97.99%
Sporting Goods	7440	\$ 23.58	\$ 7,940.87	\$ 4,708.79	\$ 8,586.00	\$ 3,877.21	54.84%
Arts and Craft Supplies	7450	\$ 515.84	\$ 1,341.89	\$ 826.02	\$ 1,940.00	\$ 1,113.98	42.58%
Training Supplies	7460	\$ 334.59	\$ 1,048.53	\$ 1,701.41	\$ 2,650.00	\$ 948.59	64.20%
Camp Supplies	7470	\$ -	\$ 1,036.94	\$ 1,143.82	\$ 2,200.00	\$ 1,056.18	51.99%
Small Tools	7500	\$ -	\$ 6,326.93	\$ 6,082.93	\$ 6,100.00	\$ 17.07	99.72%
Safety Supplies	7510	\$ 367.15	\$ 3,077.15	\$ 1,622.87	\$ 4,690.00	\$ 3,067.13	34.60%
Uniform Allowance	7610	\$ 960.93	\$ 8,626.56	\$ 8,064.32	\$ 12,600.00	\$ 4,535.68	64.00%
Safety Clothing	7620	\$ 1,110.19	\$ 3,523.61	\$ 2,740.66	\$ 6,054.00	\$ 3,313.34	45.27%
Conference&Seminar Staff	7710	\$ 1,146.21	\$ 16,058.24	\$ 12,646.43	\$ 21,745.00	\$ 9,098.57	58.16%
Conference&Seminar Board	7715	\$ -	\$ 972.97	\$ 495.00	\$ 2,280.00	\$ 1,785.00	21.71%
Conference&Seminar Travel Exp	7720	\$ 643.19	\$ 3,616.96	\$ 9,279.46	\$ 11,643.00	\$ 2,363.54	79.70%
Out of Town Travel Board	7725	\$ 698.72	\$ 2,209.63	\$ 2,117.54	\$ 7,085.00	\$ 4,967.46	29.89%
Private Vehicle Mileage	7730	\$ 344.40	\$ 2,739.55	\$ 3,033.77	\$ 2,503.00	\$ (530.77)	121.21%
Transportation Charges	7740	\$ -	\$ 316.63	\$ 150.08	\$ 1,110.00	\$ 959.92	13.52%
Buses/Excursions	7750	\$ 543.34	\$ 4,006.78	\$ 16,470.88	\$ 23,950.00	\$ 7,479.12	68.77%
Tuition/Book Reimbursement	7760	\$ 274.27	\$ 287.47	\$ 1,200.00	\$ -	\$ (1,200.00)	0.00%
Utilities - Gas	7810	\$ 4,333.36	\$ 23,427.82	\$ 27,903.14	\$ 27,488.00	\$ (415.14)	101.51%
Utilities - Water	7820	\$ 133,138.63	\$ 767,248.71	\$ 648,917.55	\$ 816,188.00	\$ 167,270.45	79.51%
Utilities - Electric	7830	\$ 33,092.86	\$ 216,891.67	\$ 194,476.76	\$ 237,062.00	\$ 42,585.24	82.04%
Airport Assessment Exp	7840	\$ 16,345.00	\$ 10,583.00	\$ 16,345.00	\$ 10,000.00	\$ (6,345.00)	163.45%
Awards and Certificates	7910	\$ 4,541.83	\$ 13,974.46	\$ 13,127.30	\$ 16,940.00	\$ 3,812.70	77.49%
Meals for Staff Training	7920	\$ 657.60	\$ 2,237.20	\$ 3,371.11	\$ 2,810.00	\$ (561.11)	119.97%
Employee Morale	7930	\$ 22.40	\$ 595.67	\$ 438.77	\$ 4,250.00	\$ 3,811.23	10.32%
COP Debt - PV Fields	7950	\$ 20,202.92	\$ 246,409.38	\$ 242,435.00	\$ 242,435.00	\$ -	100.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%

General Ledger
Fune 10 General Ledger
June 2019 100%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Reserve Computer Fleet	7971	\$ 416.67	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	100.00%
Reserve Repair/Oper/Admin	7975	\$ 2,500.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	100.00%
Services and Supplies		\$ 429,719.91	\$ 2,967,417.81	\$ 3,167,465.71	\$ 3,326,891.00	\$ 159,425.29	95.21%
YTD Comparison				\$ 200,047.90			
Capital	8400	\$ -	\$ 610.96	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 33,358.52	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%
Needs Assessment	8422	\$ (7,394.41)	\$ -	\$ 1,032.00	\$ -	\$ (1,032.00)	0.00%
Bob Kildee Parking Lot	8423	\$ -	\$ 166,295.00	\$ -	\$ -	\$ -	0.00%
PV Fields Parking Lot	8424	\$ -	\$ 14,624.00	\$ -	\$ -	\$ -	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ 15,528.45	\$ -	\$ -	\$ -	0.00%
Charter Oak Windrow	8426	\$ -	\$ 11,025.00	\$ -	\$ -	\$ -	0.00%
Bob Kildee Pour-n-Play	8429	\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	0.00%
Cam Grve Dog Pk-Artifical Turf	8430	\$ -	\$ 19,312.93	\$ -	\$ -	\$ -	0.00%
Shop Drive-Way	8431	\$ -	\$ 33,347.18	\$ -	\$ -	\$ -	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ 17,650.41	\$ -	\$ -	\$ -	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ 21,514.22	\$ -	\$ -	\$ -	0.00%
Auditroium Patio	8434	\$ -	\$ 12,393.08	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 28,342.52	\$ 2,786.93	\$ -	\$ (2,786.93)	0.00%
Springville Dog Park Wall	8436	\$ -	\$ 6,700.00	\$ 78,292.99	\$ 84,993.00	\$ 6,700.01	92.12%
Bob Kildee Pavilion Replacemen	8437	\$ -	\$ 52,689.00	\$ -	\$ -	\$ -	0.00%
Mission Oaks Roof	8438	\$ -	\$ 17,866.00	\$ -	\$ -	\$ -	0.00%
Auditorium Ducting/Replacement	8439	\$ -	\$ 22,275.00	\$ -	\$ -	\$ -	0.00%
Office Design/Carpet/Server	8440	\$ -	\$ 27,913.41	\$ -	\$ -	\$ -	0.00%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ 133,091.00	\$ -	\$ -	\$ -	0.00%
Pickle Ball Cts-Paint/Repair	8443	\$ -	\$ 51,510.73	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ -	\$ -	\$ 161,829.73	\$ 161,615.00	\$ (214.73)	100.13%
Pool Slide Metal Support	8449	\$ 15.94	\$ -	\$ 56,243.31	\$ 56,070.00	\$ (173.31)	100.31%
Bob Kildee Restroom Roof	8450	\$ (335.00)	\$ -	\$ 15,613.00	\$ 15,613.00	\$ -	100.00%
Freedom RR/Concession Roof	8451	\$ -	\$ -	\$ 23,459.60	\$ 23,460.00	\$ 0.40	100.00%
Charter Oak Tree Windrow	8452	\$ -	\$ -	\$ 9,681.50	\$ 10,000.00	\$ 318.50	96.82%
PV Fields Painting Phase I	8453	\$ 11,270.00	\$ -	\$ 11,270.00	\$ 15,000.00	\$ 3,730.00	75.13%
Comm Ctr Exterior Restrooms	8454	\$ 247.03	\$ -	\$ 21,911.49	\$ 40,000.00	\$ 18,088.51	54.78%
Bob Kildee Irrigation Pump	8455	\$ -	\$ -	\$ 6,225.15	\$ 10,000.00	\$ 3,774.85	62.25%
Mtr Enclosur-Encnt,Fhill,Adolf	8456	\$ 360.42	\$ -	\$ 18,667.43	\$ 24,000.00	\$ 5,332.57	77.78%
Arneill Rnch Park Picnic Area	8457	\$ -	\$ -	\$ 23,507.52	\$ 25,400.00	\$ 1,892.48	92.55%
Pitts Ranch Park Pavilion	8458	\$ 574.29	\$ -	\$ 53,506.09	\$ 82,030.00	\$ 28,523.91	65.23%
Bob Kildee Irrigation Meter	8462	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ (675.00)	0.00%
LPA Architects CC/Gym/Sr Ctr	8463	\$ 7,394.41	\$ -	\$ 30,554.70	\$ 228,538.00	\$ 197,983.30	13.37%
Arneill Ranch Park Renovation	8464	\$ 65,415.02	\$ -	\$ 66,255.74	\$ 105,472.67	\$ 39,216.93	62.82%
Capital		\$ 78,222.70	\$ 703,647.41	\$ 581,512.18	\$ 889,191.67	\$ 307,679.49	65.40%
YTD Comparison				\$ (122,135.23)			
Total Expenses		\$ 864,885.45	\$ 6,922,289.00	\$ 7,484,282.03	\$ 8,095,879.00	\$ 611,596.97	92.45%
YTD Comparison				\$ 561,993.03			

General Ledger
Fund 20 Assessment District
June 2019 100%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (180.43)	\$ (1,007.15)	\$ (2,010.61)	\$ (275.00)	\$ 1,735.61	731.13%
Assessment Revenue	5500	\$ (19,504.93)	\$ (1,067,075.27)	\$ (1,115,126.09)	\$ (1,108,778.00)	\$ 6,348.09	100.57%
Revenue		\$ 19,685.36	\$ 1,068,082.42	\$ 1,117,136.70	\$ 1,109,053.00	\$ (8,083.70)	100.73%
YTD Comparison				\$ 49,054.28			
Expense							
Full Time Salaries	6100	\$ 1,345.00	\$ 57,413.28	\$ 17,844.36	\$ 21,232.00	\$ 3,387.64	84.04%
Retirement	6120	\$ 209.65	\$ 9,934.74	\$ 2,863.47	\$ 3,752.00	\$ 888.53	76.32%
Employee Insurance	6130	\$ 251.11	\$ 9,146.53	\$ 2,500.77	\$ 3,707.00	\$ 1,206.23	67.46%
Workers Compensation	6140	\$ 158.52	\$ 5,810.22	\$ 2,039.72	\$ 2,026.00	\$ (13.72)	100.68%
Personnel		\$ 1,964.28	\$ 82,304.77	\$ 25,248.32	\$ 30,717.00	\$ 5,468.68	82.20%
YTD Comparison				\$ (57,056.45)			
Incidental Costs - Assess	6709	\$ -	\$ 15,426.15	\$ 17,276.34	\$ 31,660.00	\$ 14,383.66	54.57%
Grounds Maintenance	6710	\$ -	\$ -	\$ 6.64	\$ -	\$ (6.64)	0.00%
Tree Care - Assess	6719	\$ -	\$ 35,985.50	\$ 32,475.00	\$ 30,000.00	\$ (2,475.00)	108.25%
Contracted LS Services	6720	\$ 116,125.08	\$ 431,822.42	\$ 481,952.80	\$ 473,568.00	\$ (8,384.80)	101.77%
Park Amenities - Assess	6722	\$ -	\$ 32,565.02	\$ 14,287.44	\$ 20,000.00	\$ 5,712.56	71.44%
Bank&ActiveNet Charges	6950	\$ -	\$ 54.00	\$ 78.00	\$ 60.00	\$ (18.00)	130.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ 7,733.59	\$ 7,500.00	\$ (233.59)	103.11%
COP Debt - PV Fields	7950	\$ 42,617.42	\$ 247,859.38	\$ 511,409.00	\$ 511,409.00	\$ -	100.00%
Expense		\$ 158,742.50	\$ 763,712.47	\$ 1,065,218.81	\$ 1,074,197.00	\$ 8,978.19	99.16%
YTD Comparison				\$ 301,506.34			
Total Expenses		\$ 160,706.78	\$ 846,017.24	\$ 1,090,467.13	\$ 1,104,914.00	\$ 14,446.87	98.69%
YTD Comparison				\$ 244,449.89			

General Ledger
Fund 30 Park Dedication Fee (Quimby)
June 2019 100%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (15,924.73)	\$ (55,684.52)	\$ (81,612.61)	\$ (23,600.00)	\$ 58,012.61	345.82%
MBS Interest Earnings	5320	\$ (343.34)	\$ (15,238.89)	\$ (11,342.53)	\$ -	\$ 11,342.53	0.00%
Park Dedication Fees	5400	\$ -	\$ (118,003.64)	\$ (85,533.16)	\$ -	\$ 85,533.16	0.00%
Revenue		\$ (16,268.07)	\$ (188,927.05)	\$ (178,488.30)	\$ (23,600.00)	\$ 154,888.30	756.31%
YTD Comparison				\$ 10,438.75			
Expense							
Advertising Expense	6930	\$ 167.72	\$ -	\$ 167.72	\$ -	\$ (167.72)	0.00%
Bank&ActiveNet Charges	6950	\$ 12.00	\$ 30.00	\$ 24.00	\$ -	\$ (24.00)	0.00%
Services and Supplies		\$ 179.72	\$ 30.00	\$ 191.72	\$ -	\$ (191.72)	0.00%
YTD Comparison				\$ 161.72			
Capital							
Valle Lindo Restroom/Pavilion	8444	\$ 14,102.26	\$ -	\$ 54,210.13	\$ 425,000.00	\$ 370,789.87	12.76%
Nancy Bush Park Playground	8445	\$ 8,450.00	\$ -	\$ 221,548.94	\$ 250,000.00	\$ 28,451.06	88.62%
Nancy Bush Park-Picnic Area	8446	\$ -	\$ -	\$ 29,585.62	\$ 45,600.00	\$ 16,014.38	64.88%
Nancy Bush Park-Pavilion	8447	\$ 31,537.74	\$ -	\$ 31,537.74	\$ 65,000.00	\$ 33,462.26	48.52%
Freedom Baseball Fields	8459	\$ 370,396.64	\$ -	\$ 874,518.42	\$ 1,100,000.00	\$ 225,481.58	79.50%
Mel Vincent Park Restrooms	8460	\$ 105,966.00	\$ -	\$ 106,815.63	\$ 110,000.00	\$ 3,184.37	97.11%
Capital		\$ 530,452.64	\$ -	\$ 1,318,216.48	\$ 1,995,600.00	\$ 677,383.52	66.06%
YTD Comparison				\$ -			

Park Dedication Fees (Quimby) CASH

Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date
7/31/2014	\$615,709.00	AMLI	\$305,344.69	\$615,709.00	\$310,364.31	7/31/2019
1/15/2015	\$2,250,489.00	Fairfield Camarillo LLC	\$874,518.42	\$-	\$1,375,970.58	1/31/2020
8/8/2016	\$2,649,209.00	Elacora Mission Oaks	\$189,887.74	\$-	\$2,459,321.26	8/8/2021
8/10/2016	\$474,353.00	KB Homes	\$138,353.37	\$-	\$335,999.63	8/10/2021
6/7/2018	\$21,612.25	Crestview	\$-	\$-	\$0.00	6/7/2023
6/29/2018	\$96,391.39	Aldersgate Construction	\$-	\$-	\$0.00	6/29/2023
1/11/2019	\$50,291.16	Aldersgate Construction	\$-	\$-	\$0.00	1/11/2024
3/7/2019	\$35,242.00	Habitat for Humanity	\$-	\$-	\$0.00	3/7/2024
Total	\$6,193,296.80		\$1,508,104.22	\$-	\$4,685,192.58	

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 4, 2019

SUBJECT: FINANCE REPORT JULY 2019

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for July 31, 2019 for Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JULY 31, 2019

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2019 through July 31, 2019 with a year-to-date comparison for the period of July 1, 2018 through July 31, 2018. The percentage rate used for the 2018-2019 fiscal year budget is 9% for Period 1 of the fiscal year.

REVENUES

Total revenue for the 1st month ending July 31, 2019 for Fund 10 (General Fund) has an overall increase of \$52,250. Most of the increase is due to 1) Donations (\$36,965) and various other revenue accounts.

Total revenue for the 1st month ending July 31, 2018 for Fund 20 (Assessment District) is at 0.0% of budget. The first installment of tax apportionment for fiscal year 2019-2020 will arrive around December 28, 2019. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

Fund 30 (Park Dedication Fee) is at 0.87% in revenue, this is due to interest earnings the Quimby funds have received. Park Dedication Fees are not budgeted for as it is not guaranteed revenue, and \$500,000 is budgeted in Capital Expense for the Pleasant Valley Aquatics Center Restroom and Shower Remodel.

EXPENDITURES

Personnel expenditures have increased by \$69,847 for FY 2019-2020 in comparison to personnel expense for the same time period as last year. This increase will be a constant for the first few months of the fiscal year, as the District paid the CalPERS Unfunded Liability in full for fiscal year 2019-2020; the amount paid to CalPERS was \$349,318.

Service and Supply expenditures for Fund 10 have increased \$55,197 in comparison to the same time period as last year. There have been multiple factors which have caused increases to certain line items such as (Insurance Liability, \$71,000 and Hill Fire, \$10,383) as well as decreases to the following line items (Business Services -\$16,164 and Typeset and Print Services -\$12,169).

Fund 20 is at 3.51% in Personnel and 1.4% in Service and Supplies. The Assessment District is staying within budget in all categories.

Fund 30 Services and Supplies is at 0.0% in expenses.

Capital projects for fiscal year 2019-2020 are currently underway and the upcoming finance reports will reflect more activity in the months to come.

FISCAL IMPACT

Overall the District is over the approved budget for Fund 10 by 0.6% due to the lump sum payment for the Cal PERS Unfunded Liability. Fund 20 overall is under budget by 7.55%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for July 31, 2019 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of July 31, 2019 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of July 31, 2019 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of July 31, 2019 Fund 30
(1 page)

General Ledger
Fund 10 General Fund
July 2019 9%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ (6,561,872.00)	\$ (6,561,872.00)	0.00%
Interest Earnings	5310	\$ (3,995.66)	\$ (328.43)	\$ (3,995.66)	\$ (46,500.00)	\$ (42,504.34)	8.59%
Hill Fire 2018	5465	\$ (3,700.50)	\$ -	\$ (3,700.50)	\$ -	\$ 3,700.50	0.00%
Park Patrol Citations	5506	\$ -	\$ (1,803.64)	\$ -	\$ (4,950.00)	\$ (4,950.00)	0.00%
Contract Classes-Public Fees	5510	\$ (15,678.75)	\$ (13,920.80)	\$ (15,678.75)	\$ (255,485.00)	\$ (239,806.25)	6.14%
Public Fees	5511	\$ (64,814.89)	\$ (61,011.35)	\$ (64,814.89)	\$ (459,621.00)	\$ (394,806.11)	14.10%
Public Fees-Entry Fees	5520	\$ (7,694.26)	\$ (8,547.25)	\$ (7,694.26)	\$ (56,995.00)	\$ (49,300.74)	13.50%
Vending Concessions	5525	\$ (1,727.65)	\$ (980.42)	\$ (1,727.65)	\$ (3,446.00)	\$ (1,718.35)	50.13%
Rental	5530	\$ (32,641.50)	\$ (45,592.50)	\$ (32,641.50)	\$ (423,769.00)	\$ (391,127.50)	7.70%
Cell Tower Revenue	5535	\$ (7,756.38)	\$ (7,511.10)	\$ (7,756.38)	\$ (91,704.00)	\$ (83,947.62)	8.46%
Parking Fees	5540	\$ (1,540.80)	\$ (1,748.60)	\$ (1,540.80)	\$ (12,312.00)	\$ (10,771.20)	12.51%
Dues	5550	\$ -	\$ (64.00)	\$ -	\$ (2,000.00)	\$ (2,000.00)	0.00%
Activity Guide Revenue	5555	\$ (6,460.00)	\$ (2,950.00)	\$ (6,460.00)	\$ (18,000.00)	\$ (11,540.00)	35.89%
Sponsorships	5558	\$ (800.00)	\$ -	\$ (800.00)	\$ -	\$ 800.00	0.00%
Staffing Cost Recovery	5563	\$ (876.25)	\$ (1,229.50)	\$ (876.25)	\$ (16,880.00)	\$ (16,003.75)	5.19%
Special Event Permits	5564	\$ -	\$ (100.00)	\$ -	\$ (1,000.00)	\$ (1,000.00)	0.00%
Donations	5570	\$ (40,167.50)	\$ (3,202.00)	\$ (40,167.50)	\$ (90,000.00)	\$ (49,832.50)	44.63%
Grant - HCF	5573	\$ (0.75)	\$ -	\$ (0.75)	\$ -	\$ 0.75	0.00%
Other/Purchase Discount Taken	5575	\$ (18,623.90)	\$ (10,357.84)	\$ (18,623.90)	\$ (68,015.00)	\$ (49,391.10)	27.38%
Credit Card Processing Fee	5576	\$ (162.97)	\$ -	\$ (162.97)	\$ -	\$ 162.97	0.00%
Cash Over/Under	5580	\$ (5.00)	\$ (15.00)	\$ (5.00)	\$ -	\$ 5.00	0.00%
Incentive Income	5585	\$ -	\$ -	\$ -	\$ (1,900.00)	\$ (1,900.00)	0.00%
Reimbursement - ROPS	5600	\$ (188,584.61)	\$ (183,619.00)	\$ (188,584.61)	\$ (100,000.00)	\$ 88,584.61	188.58%
Revenue		\$ (395,231.37)	\$ (342,981.43)	\$ (395,231.37)	\$ (8,214,449.00)	\$ (7,819,217.63)	4.81%
YTD Comparison				\$ (52,249.94)			

Expense							
Full Time Salaries	6100	\$ 126,665.67	\$ 125,616.48	\$ 126,665.67	\$ 2,650,972.00	\$ 2,524,306.33	4.78%
Overtime Salaries	6101	\$ 2,249.87	\$ 2,259.30	\$ 2,249.87	\$ 32,508.00	\$ 30,258.13	6.92%
Car Allowance	6105	\$ 830.74	\$ 830.74	\$ 830.74	\$ 10,800.00	\$ 9,969.26	7.69%
Cell Phone Allowance	6108	\$ 1,115.00	\$ 1,132.00	\$ 1,115.00	\$ 15,420.00	\$ 14,305.00	7.23%
Part-Time Salaries	6110	\$ 63,450.61	\$ 58,859.72	\$ 63,450.61	\$ 510,254.00	\$ 446,803.39	12.44%
Retirement	6120	\$ 23,160.94	\$ 22,795.61	\$ 23,160.94	\$ 450,140.00	\$ 426,979.06	5.15%
457 Pension	6121	\$ 87.17	\$ 135.22	\$ 87.17	\$ 7,445.00	\$ 7,357.83	1.17%
Employee Insurance	6130	\$ 13,572.17	\$ 15,781.44	\$ 13,572.17	\$ 304,641.00	\$ 291,068.83	4.46%
Workers Compensation	6140	\$ 12,474.64	\$ 9,684.04	\$ 12,474.64	\$ 172,200.00	\$ 159,725.36	7.24%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
Loan - Pension Obligation	6160	\$ 20,877.67	\$ 20,300.83	\$ 20,877.67	\$ 250,532.00	\$ 229,654.33	8.33%
PERS Unfunded Liability	6170	\$ 349,318.00	\$ 286,560.00	\$ 349,318.00	\$ 348,560.00	\$ (758.00)	100.22%
Personnel		\$ 613,802.48	\$ 543,955.38	\$ 613,802.48	\$ 4,758,472.00	\$ 4,144,669.52	12.90%
YTD Comparison				\$ 69,847.10			

Services and Supplies							
Telephone/Internet	6210	\$ 1,346.20	\$ 819.93	\$ 1,346.20	\$ 20,804.00	\$ 19,457.80	6.47%
Internet Services	6220	\$ 3,401.00	\$ 4,731.38	\$ 3,401.00	\$ 27,492.00	\$ 24,091.00	12.37%
IT Infrastructure	6230	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	0.00%
Computer Hardware/Software	6240	\$ 1,367.64	\$ -	\$ 1,367.64	\$ 13,264.00	\$ 11,896.36	10.31%
Pool Chemicals	6310	\$ -	\$ 666.00	\$ -	\$ 11,500.00	\$ 11,500.00	0.00%
Janitorial Supplies	6320	\$ 556.02	\$ 8,255.10	\$ 556.02	\$ 53,400.00	\$ 52,843.98	1.04%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ -	\$ 18,800.00	\$ 18,800.00	0.00%
Water Maint & Service	6350	\$ -	\$ -	\$ -	\$ 1,176.00	\$ 1,176.00	0.00%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 680.00	\$ 680.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 850.00	\$ 850.00	0.00%
Insurance Liability	6410	\$ 71,100.50	\$ -	\$ 71,100.50	\$ 143,930.00	\$ 72,829.50	49.40%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ -	\$ -	\$ -	\$ 48,000.00	\$ 48,000.00	0.00%

General Ledger
Fund 10 General Fund
July 2019 9%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Vehicle Maintenance	6520	\$ 298.69	\$ 2,109.00	\$ 298.69	\$ 35,400.00	\$ 35,101.31	0.84%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Building Repair	6610	\$ 386.82	\$ 6,604.32	\$ 386.82	\$ 93,250.00	\$ 92,863.18	0.41%
Bldg Equip Maint/Repair	6620	\$ -	\$ 506.76	\$ -	\$ 10,240.00	\$ 10,240.00	0.00%
Improvements/Maintenance	6630	\$ -	\$ 125.00	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Hill Fire 2018	6640	\$ 10,382.58	\$ -	\$ 10,382.58	\$ -	\$ (10,382.58)	0.00%
Grounds Maintenance	6710	\$ 1,222.93	\$ 4,139.59	\$ 1,222.93	\$ 91,280.00	\$ 90,057.07	1.34%
Tree Care - Assess	6719	\$ -	\$ -	\$ -	\$ 28,000.00	\$ 28,000.00	0.00%
Contracted Pest Control	6730	\$ 400.00	\$ 325.00	\$ 400.00	\$ 2,000.00	\$ 1,600.00	20.00%
Rubbish & Refuse	6740	\$ 4,336.74	\$ 3,942.46	\$ 4,336.74	\$ 73,586.00	\$ 69,249.26	5.89%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Memberships	6810	\$ 4,080.00	\$ 3,975.00	\$ 4,080.00	\$ 16,245.00	\$ 12,165.00	25.12%
Office Supplies	6910	\$ 1,501.82	\$ (227.45)	\$ 1,501.82	\$ 23,671.00	\$ 22,169.18	6.34%
Postage Expense	6920	\$ 5,319.10	\$ -	\$ 5,319.10	\$ 22,540.00	\$ 17,220.90	23.60%
Advertising Expense	6930	\$ -	\$ 410.00	\$ -	\$ 5,840.00	\$ 5,840.00	0.00%
Printing Charges	6940	\$ 367.10	\$ 778.16	\$ 367.10	\$ 13,598.00	\$ 13,230.90	2.70%
ActiveNet Charges	6950	\$ 5,696.94	\$ 1,833.70	\$ 5,696.94	\$ 61,209.00	\$ 55,512.06	9.31%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 459,455.00	\$ 459,455.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 258.44	\$ 258.44	\$ 258.44	\$ 1,233.00	\$ 974.56	20.96%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ -	\$ 2,440.00	\$ 2,440.00	0.00%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 4,275.00	\$ 4,275.00	0.00%
Permit & Licensing Fees	7030	\$ 250.00	\$ 1,041.21	\$ 250.00	\$ 11,730.00	\$ 11,480.00	2.13%
State License Fee	7040	\$ 755.00	\$ 511.25	\$ 755.00	\$ 800.00	\$ 45.00	94.38%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Legal Services	7110	\$ -	\$ -	\$ -	\$ 78,000.00	\$ 78,000.00	0.00%
Typeset and Print Services	7115	\$ -	\$ 12,169.07	\$ -	\$ 40,400.00	\$ 40,400.00	0.00%
Instructor Services	7120	\$ 8,301.15	\$ 5,938.66	\$ 8,301.15	\$ 162,847.00	\$ 154,545.85	5.10%
PERS Admin Fees	7125	\$ 72.18	\$ 108.45	\$ 72.18	\$ 1,550.00	\$ 1,477.82	4.66%
Audit Services	7130	\$ -	\$ -	\$ -	\$ 20,175.00	\$ 20,175.00	0.00%
Medical & Health Svcs (HR)	7140	\$ -	\$ -	\$ -	\$ 9,250.00	\$ 9,250.00	0.00%
Security Services	7150	\$ -	\$ 1,403.02	\$ -	\$ 9,530.00	\$ 9,530.00	0.00%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ 20,432.45	\$ 36,596.87	\$ 20,432.45	\$ 61,788.00	\$ 41,355.55	33.07%
Umpire/Referee Services	7190	\$ -	\$ -	\$ -	\$ 1,877.00	\$ 1,877.00	0.00%
Subscriptions	7210	\$ 176.96	\$ -	\$ 176.96	\$ 4,712.00	\$ 4,535.04	3.76%
Rents & Leases - Equip	7310	\$ 958.33	\$ 1,191.52	\$ 958.33	\$ 41,750.00	\$ 40,791.67	2.30%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ -	\$ -	\$ -	\$ 2,245.00	\$ 2,245.00	0.00%
Supplies	7420	\$ 21.43	\$ -	\$ 21.43	\$ 9,250.00	\$ 9,228.57	0.23%
Bingo Supplies	7430	\$ 706.67	\$ 350.65	\$ 706.67	\$ 9,600.00	\$ 8,893.33	7.36%
Sporting Goods	7440	\$ -	\$ (294.45)	\$ -	\$ 7,900.00	\$ 7,900.00	0.00%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 2,430.00	\$ 2,430.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	0.00%
Camp Supplies	7470	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Small Tools	7500	\$ -	\$ 251.14	\$ -	\$ 6,000.00	\$ 6,000.00	0.00%
Safety Supplies	7510	\$ 260.00	\$ -	\$ 260.00	\$ 6,855.00	\$ 6,595.00	3.79%
Uniform Allowance	7610	\$ -	\$ 150.00	\$ -	\$ 12,450.00	\$ 12,450.00	0.00%
Safety Clothing	7620	\$ 150.00	\$ 300.00	\$ 150.00	\$ 6,054.00	\$ 5,904.00	2.48%
Conference&Seminar Staff	7710	\$ 3,875.00	\$ 3,675.00	\$ 3,875.00	\$ 27,510.00	\$ 23,635.00	14.09%
Conference&Seminar Board	7715	\$ 60.00	\$ -	\$ 60.00	\$ 4,450.00	\$ 4,390.00	1.35%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,150.00	\$ -	\$ 13,117.00	\$ 13,117.00	0.00%
Out of Town Travel Board	7725	\$ -	\$ -	\$ -	\$ 6,556.00	\$ 6,556.00	0.00%
Private Vehicle Mileage	7730	\$ 51.39	\$ 46.33	\$ 51.39	\$ 4,287.00	\$ 4,235.61	1.20%
Buses/Excursions	7750	\$ 1,683.85	\$ -	\$ 1,683.85	\$ 26,700.00	\$ 25,016.15	6.31%
Utilities - Gas	7810	\$ -	\$ 1,219.95	\$ -	\$ 26,283.00	\$ 26,283.00	0.00%
Utilities - Water	7820	\$ 11,378.82	\$ -	\$ 11,378.82	\$ 825,373.00	\$ 813,994.18	1.38%
Utilities - Electric	7830	\$ -	\$ -	\$ -	\$ 240,864.00	\$ 240,864.00	0.00%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 64.33	\$ -	\$ 20,995.00	\$ 20,995.00	0.00%
Meals for Staff Training	7920	\$ -	\$ -	\$ -	\$ 2,610.00	\$ 2,610.00	0.00%

General Ledger
Fund 10 General Fund
July 2019 9%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 229,760.00	\$ 229,760.00	0.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 833.33	\$ 833.33	\$ 10,000.00	\$ 9,166.67	8.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ 416.67	\$ 416.67	\$ 5,000.00	\$ 4,583.33	8.33%
Reserve Dry Period	7973	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00	\$ 82,500.00	8.33%
Reserve Repair/Oper/Admin	7975	\$ 1,666.67	\$ 2,500.00	\$ 1,666.67	\$ 20,000.00	\$ 18,333.33	8.33%
Services and Supplies		\$ 171,572.42	\$ 116,375.39	\$ 171,572.42	\$ 3,426,776.00	\$ 3,255,203.58	5.01%
YTD Comparison				\$ 55,197.03			

Capital							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 2,771.41	\$ -	\$ -	\$ -	0.00%
Lamps/Pole Replacement at M.O.	8465	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 53,000.00	0.00%
L.E.D. Light SpringvileTennis	8466	\$ -	\$ -	\$ -	\$ 22,000.00	\$ 22,000.00	0.00%
Charter Oaks Irrigation-Trees	8467	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Community Center Marquee	8468	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	0.00%
PVAC Pool Heater	8470	\$ -	\$ -	\$ -	\$ 23,930.00	\$ 23,930.00	0.00%
Cam Grove Play Equipment	8471	\$ -	\$ -	\$ -	\$ 34,117.00	\$ 34,117.00	0.00%
Freedom Park ParkingLot&Skyway	8472	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	0.00%
P.V. Fields Painting	8473	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Capital		\$ -	\$ 2,771.41	\$ -	\$ 522,047.00	\$ 522,047.00	0.00%
YTD Comparison				\$ (2,771.41)			

Total Expenses	\$ 785,374.89	\$ 660,330.77	\$ 785,374.90	\$ 8,185,248.00	\$ 7,399,873.10	9.60%
YTD Comparison			\$ 125,044.13			

General Ledger
Fund 20 Assessment District
July 2019 9%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (171.23)	\$ (22.93)	\$ (171.23)	\$ (1,078.00)	\$ (906.77)	15.88%
Assessment Revenue	5500	\$ (19,075.23)	\$ -	\$ (19,075.23)	\$ (1,150,444.00)	\$ (1,131,368.77)	1.66%
Revenue		\$ 19,246.46	\$ 22.93	\$ 19,246.46	\$ 1,151,522.00	\$ 1,132,275.54	1.67%
YTD Comparison				\$ 19,223.53			
Expense							
Full Time Salaries	6100	\$ 704.40	\$ 723.40	\$ 704.40	\$ 21,093.00	\$ 20,388.60	3.34%
Retirement	6120	\$ 107.13	\$ 122.82	\$ 107.13	\$ 3,896.00	\$ 3,788.87	2.75%
Employee Insurance	6130	\$ 161.39	\$ 163.11	\$ 161.39	\$ 3,025.00	\$ 2,863.61	5.34%
Workers Compensation	6140	\$ 83.57	\$ 68.23	\$ 83.57	\$ 2,120.00	\$ 2,036.43	3.94%
Personnel		\$ 1,056.49	\$ 1,077.56	\$ 1,056.49	\$ 30,134.00	\$ 29,077.51	3.51%
YTD Comparison				\$ (21.07)			
Incidental Costs - Assess	6709	\$ -	\$ -	\$ -	\$ 33,346.00	\$ 33,346.00	0.00%
Tree Care - Assess	6719	\$ -	\$ -	\$ -	\$ 55,000.00	\$ 55,000.00	0.00%
Contracted LS Services	6720	\$ 15,615.08	\$ 15,513.83	\$ 15,615.08	\$ 489,568.00	\$ 473,952.92	3.19%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 517,434.00	\$ 517,434.00	0.00%
Expense		\$ 15,615.08	\$ 15,513.83	\$ 15,615.08	\$ 1,118,408.00	\$ 1,102,792.92	1.40%
YTD Comparison				\$ 101.25			
Total Expenses		\$ 16,671.57	\$ 16,591.39	\$ 16,671.57	\$ 1,148,542.00	\$ 1,131,870.43	1.45%
YTD Comparison				\$ 80.18			

General Ledger
Statement of Revenues and Expenditures
July 2019 9%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (47.50)	\$ (65.29)	\$ (47.50)	\$ (43,900.00)	\$ (43,852.50)	0.11%
MBS Interest Earnings	5320	\$ (332.26)	\$ (332.26)	\$ (332.26)	\$ -	\$ 332.26	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ (379.76)	\$ (397.55)	\$ (379.76)	\$ (43,900.00)	\$ (43,520.24)	0.87%
YTD Comparison				\$ 17.79			

Expense							
ActiveNet Charges	6950	\$ 36.00	\$ -	\$ 36.00	\$ -	\$ (36.00)	0.00%
Services and Supplies		\$ 36.00	\$ -	\$ 36.00	\$ -	\$ (36.00)	0.00%
YTD Comparison				\$ 36.00			

Capital							
PVAC Restroom&Shower	8469	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00	0.00%
Expense		\$ -	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00	0.00%
YTD Comparison				\$ -			

Park Dedication Fees (Quimby) CASH						
Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date
7/31/2014	\$615,709.00	AMLI	\$305,344.69	\$615,709.00	\$310,364.31	7/31/2019
1/15/2015	\$2,250,489.00	Fairfield Camarillo LLC	\$874,518.42	\$-	\$1,375,970.58	1/31/2020
8/8/2016	\$2,649,209.00	Elacora Mission Oaks	\$189,887.74	\$-	\$2,459,321.26	8/8/2021
8/10/2016	\$474,353.00	KB Homes	\$138,353.37	\$-	\$335,999.63	8/10/2021
6/7/2018	\$21,612.25	Crestview	\$-	\$-	\$0.00	6/7/2023
6/29/2018	\$96,391.39	Aldersgate Construction	\$-	\$-	\$0.00	6/29/2023
1/11/2019	\$50,291.16	Aldersgate Construction	\$-	\$-	\$0.00	1/11/2024
3/7/2019	\$35,242.00	Habitat for Humanity	\$-	\$-	\$0.00	3/7/2024
Total	\$6,193,296.80		\$1,508,104.22	\$615,709.00	\$4,069,483.58	

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: September 4, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF BID
SPECIFICATIONS FOR PARKING LOT REPAIRS AT
FREEDOM PARK**

SUMMARY

Freedom Park was developed in 1976 and is 34 acres. Since that time the parking lots have only received minimal repair and maintenance. By performing a complete repavement the District will be able to start to implement a preventative maintenance standard to maximize the life expectancy of the refurbished parking lots.

BACKGROUND

This parking lot has had no preventative maintenance measures taken to date. This parking lot is home to the Camarillo Pony Baseball League and the Road Runners RC Track.

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and several other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots throughout the District properties. All the lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures.

This Capital Improvement Project was identified and funded in the FY 2019/2020 Capital Improvement Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the Park District.

ANALYSIS

Asphalt parking lots require a number of treatments to maintain the integrity of the surfacing. Treatments range from a fog seal, or slurry seal application to simply replacing the degraded oil binders in the asphalt, to a complete regrinding or rebuild of the asphalt, or asphalt overlay. This parking lot will need to be completely rebuilt. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices in future years.

To address the current needs of the parking lot located at Freedom Park, the following items will be addressed: 1) pulverize approximately 100,000 square (sq.) feet (ft.) of existing asphalt, 2) grade using existing pulverized asphalt for base at a compaction of 93% or greater, 3) use hot asphalt for finish 3 inches (3") compacted, and 4) re-stripe to match existing patterns to include red curbs and blue handicap parking stalls.

The Request for Proposals will open on September 6, 2019 and close on Wednesday, October 16, 2019 at 2:00 pm. The expected project start date would be December 9th with an approximate completion date of the first week in January.

FISCAL IMPACT

The action before the Board at this time has no current fiscal impact however, it will have a fiscal impact when bids come back. The Board allocated \$250,000 for this project during the budget process.

RECOMMENDATION

It is recommended the Board of Directors approve the bid specifications for the asphalt parking lot replacement work needed at Freedom Park and direct staff to solicit proposals for the approved bid specifications.

ATTACHMENT

- 1) Bid Specifications (56 pages)
- 2) RFP (6 pages)

SPECIFICATIONS FOR
Freedom Park Parking Lots

PULVERIZE APPROXIMATELY 100,000 SQUARE FEET (SQ FT) OF EXISTING ASPHALT, GRADE USE EXISTING PULVERIZED ASPHALT FOR BASE AT A COMPACTION OF 93% OR GREATER, USE HOT ASPHALT FOR FINISH THREE INCHES (3") COMPACTED, AND RE-STRIPE TO MATCH EXISTING PATTERNS TO INCLUDE RED CURBS AND BLUE HANDICAP STALLS

AT

FREEDOM PARK

275 E. PLEASANT VALLEY ROAD

CAMARILLO, CALIFORNIA 93010

SEPTEMBER 4, 2019

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Camarillo, California

**Project Number:
FP-2019 AA**

PLEASANT VALLEY RECREATION AND PARK DISTRICT
PULVERIZING, REMOVING, COMPACTING, REPLACING,
PATCHING, SLURRYING AND STRIPING
SPECIFICATION NUMBER FP-2019 AA

NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

Scope of work
Interpretation of Drawings and Documents
Survey of Site
Addenda or Bulletins
Proposals
Withdrawal of Bids
Opening of Bids
Award or Rejection of Bids
Prevailing Wages
Performance, Labor, and Material Bonds, Execution of Contract
Plan Holder Requirements
Classification of Contractors License(s)
Time of Essence
Securities Withheld to Ensure Performance

BID DOCUMENTS

Bid Form
Bid Schedule of Work and Prices
Designation of Subcontractors
List of Subcontractors
Non-Collusion Affidavit
Bid Security Form -Bid Bond
Bidder's Questionnaire
Agreement
Payment Bond
Faithful Performance Bond

GENERAL CONDITIONS

Article 1-Contract Documents
Article 2-District
Article 3-Inspector
Article 4-Contractor
Article 5-Subcontractors
Article 6-Separate Contracts

- Article 7-Miscellaneous Provisions
- Article 8-Time
- Article 9-Payments and Completion
- Article 10-Employment and Wages
- Article 11-Protection of Persons and Property
- Article 12-Insurance
- Article 13-Change in the Work
- Article 14-Correction of Work
- Article 15-Termination of Contract
- Article 16-Miscellaneous Provisions

SPECIAL CONDITIONS

- Scope of Work
- Time of Completion
- Liquidated Damages and Extension of Time
- Survey of Existing
- Water and Electric Service
- Temporary Fencing
- Toilet Facilities
- Watchman Services
- Enumeration of Drawings
- Enumeration of Specifications
- Plans, Specifications, and Details
- Surveys

TECHNICAL SPECIFICATIONS

Division 01- General Requirements

- 01 20 16 Field Engineering
- 01 25 00 Contract Modification Procedures
- 01 29 00 Payment Procedures
- 01 30 00 Administrative Requirements
- 01 31 00 Project Management and Coordination
- 01 32 00 Construction Progress Documentation
- 01 33 00 Submittal Procedures
- 01 40 00 Quality Requirements
- 01 60 00 Product Requirements
- 01 61 16 Volatile Organic Compound (VOC) Content Restrictions
- 01 70 00 Execution Requirements
- 01 73 10 Cutting and Patching
- 01 74 19 Construction Waste Management and Disposal
- 01 77 00 Closeout Procedures
- 01 78 10 Project Record Documents

Division 31 – Earthwork

- 31 22 00 Grading
- 31 23 16 Excavation
- 31 23 23 Fill

Division 32 – Exterior Improvements

- 32 12 16 Asphalt Paving
- 32 17 13 Parking Bumpers
- 32 17 23 Painted Pavement Markings
- 32 17 26 Tactile Warning Surfacing

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 East Burnley Street
Camarillo, California 93010

NOTICE INVITING BIDS

For the Construction to Pulverize Existing Parking Lots, compact to county codes Grading, AC Paving and Striping

[Specification No. FP-2019-AA]

N-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by Pleasant Valley Recreation & Park District, a public agency (hereinafter "District"), at its office, 1605 East Burnley Street, Camarillo, California 93010, until 2:00 p.m. on Wednesday October 16, 2019 at which time and place the bids will be publicly opened and read aloud for the construction (including the furnishing of all labor, materials, tools, services, materials, supplies, transportation, equipment, utilities, and other necessary items and facilities) of the work and all appurtenances thereto as described in Section N-3. All Work must be performed in strict accordance with the specifications and drawings on file at the office of District. Bids shall be submitted in sealed envelopes marked as directed in Section 5 of the Instructions to Bidders. **Bids received after the deadline specified will be returned unopened to the bidder.**

N-2 LOCATION OF THE WORK -- The Work to be constructed pursuant to these specifications is located at Freedom Park, 275 E. Pleasant Valley Road. Camarillo, California, 93010.

N-3 DESCRIPTION OF WORK -- The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work"). Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls.

N-4 COMPLETION OF WORK -- Time is of the essence. The Work must be completed within **30 calendar days** after the commencement date in the Notice to Proceed. Liquidated damages will be assessed as set forth in the Contract Documents for failure to meet the specified completion date.

N-5 CLASSIFICATION OF CONTRACTORS' LICENSES -- In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a C-12 License (or highest recognized license to perform specified work) at the time the contract is awarded. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid and shall present to the District satisfactory evidence that the contractor is licensed and is in good standing. The successful bidder shall maintain its license in good standing throughout the course of the Work.

N-6 CONFORMITY WITH BID INSTRUCTIONS — Each bid must conform and be responsive to the bid Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. The District reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids or in the bidding process, to reject one part of a bid and accept another, and to make an award to the lowest responsive and responsible bidder and reject all other bids, as it may serve the best interest of District. A good faith determination by the District as to whether a bid is responsive or whether a bidder is responsible shall be final, conclusive and binding, and shall not be the basis of a claim for lost profits or other damages by a bidder to whom the contract is not awarded.

N-7 PREBID CONFERENCE AND SITE INSPECTION. Any interested Bidder and any third party shall attend a Prebid Conference and Site Inspection on Wednesday September 25, 2019 **commencing at 9:00 a.m., at 275 E Pleasant Valley Road Camarillo, CA 93010 project site.** The Prebid Conference and Site Inspection are mandatory for submission of a bid. The Prebid Conference and Inspection shall begin promptly at the listed time.

N-8 BID SECURITY -- Each bid shall be submitted under sealed cover and must be accompanied by a certified or cashier's check, or by a surety (bidder's) bond on the form furnished by the District (hereinafter "Bid Security"), as set forth in the Instructions to Bidders in an amount not less than ten percent (10%) of the total amount of the bid. Failure to include the proper Bid Security shall render a bid non-responsive.

N-9 BIDS TO REMAIN OPEN -- The bidder shall guarantee the total bid price for a period of ninety (90) consecutive calendar days from the date of Bid Opening.

N-10 SECURITIES WITHHELD TO ENSURE PERFORMANCE -- At the request and expense of the Contractor and pursuant to Public Contract Code Section 22300, the Contractor may substitute certain securities for any money held by District to insure performance of the Contract, except where not allowed by law.

N-11 PREVAILING WAGE RATES – Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the office of District and shall be made available upon request. The Contractor shall post a copy of the schedule at the Work site. The Contractor and any of its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this contract.

Contractor's attention is also directed to the requirements of SB 854 2014), which among other things requires all contractors and subcontractors to be registered with the California Department of Industrial Relations ("Department") before bidding on or being listed on a bid proposal for a public works project, or performing work on a public works project. The Work is subject to prevailing wage compliance monitoring and enforcement by the Department. Contractor shall post all notices at the site of the Work required by the Department.

N-12 CONTRACT DOCUMENTS -- A full set of Contract Documents is available for inspection without charge on their Web page and are hereby made a part of this Notice Inviting Bids. Complete sets of said Contract Documents may be obtained from Cyber Copy USA as set forth in Section 11 of the Instructions to Bidders

DATED: _____

PLEASANT VALLEY RECREATION & PARK DISTRICT

BY MARY OTTEN, GENERAL MANAGER

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work"). Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls.

2. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a bidder find discrepancies in, or omissions from, the plans and specifications, or should be in doubt as to their meaning, he shall at once notify the District and should it be found that the point in question is not clearly and fully set forth, a written Addendum or Bulletin of Instruction will be sent to all Bidders in accordance with Article 4 herein. The District will not be responsible for any oral instructions.

3. SURVEY OF SITE

4. ADDENDA OR BULLETINS

Any Addenda or Bulletins issued during the time of bidding shall form a part of the Plans and Specifications. The bidder, in the preparation of their proposal, shall acknowledge in the proposal, all addenda or bulletins. All questions relating to interpretation of these Contract Documents must be submitted in writing seven (7) days prior to the opening of bids. Responses will be in the form of written addenda to the Contract Documents and will be sent to those prospective bidders who have provided District with their contact information. Questions submitted after this time period will not be answered. Only questions which have been resolved by formal written addenda will be binding. Oral and any other interpretations or clarifications will have no legal or contractual effect.

5. PROPOSALS

Proposals (bids) shall be made on a form included in these Specifications. Numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Proposals should not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for. No oral, telegraphic, fax, email or telephonic proposals or modifications will be considered. Proposals shall be mailed or

delivered in a sealed envelope, clearly marked "**Bid #FP-2019-AA**" to the Pleasant Valley Recreation and Park District, Parks Services Manager, 1605 East Burnley Street, Camarillo, CA 93010 (District office), and shall arrive no later than **2:00 p.m. on Wednesday October 16, 2019** in the District office, whereupon the bids will be opened. Bidders or their representative or other interested parties may be present at the opening of the bids. Pursuant to the provisions of Sections 4100 to 4108, inclusive, of the Public Contract Code of the State of California, every bidder shall in his bid set forth:

- 5.1 The name and location of the place of business of each subcontractor who will perform the work or labor, or render service to the bidder in or about the work, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid.
- 5.2 The portion of the work which will be done by each such subcontractor.
- 5.3 If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid, he agrees to perform that portion himself. The successful Bidder shall not without consent of the District either:
- 5.4 Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
- 5.5 Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- 5.6 Sublet or subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the total bid as to which his original bid did not designate the subcontractor.
- 5.7 Proposals must be accompanied with a certified check, cashier's check or bidder's bond (in the mandatory form provided within these Contract Documents), for an amount not less than ten percent (10%) of the total bid amount proposed by the Bidder, made payable to the order of the District. Said check or bond shall be given as a guarantee that the Bidder will timely enter into a contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond as the case may be, shall be forfeited to the District.
- 5.8 The Contract will be awarded to the lowest responsible, responsive bidder on the basis of the total cost for all work indicated.
- 5.9 Each bid must conform and be responsive to the Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. Submission of the following Bid forms is required:
 - A. Bid Form
 - B. Bid Schedule of Work and Prices
 - C. Designation/List of Subcontractors (if none, indicate N/A)
 - D. Non-Collusion Declaration
 - E. Non-Collusion Declaration

- F. Bidders Questionnaire
- G. Bid Security Form
- H. Addendum Form

6. WITHDRAWAL OF BID

Bids may be withdrawn by the Bidder by written request submitted to the District prior to, but not after, the time fixed for the opening of bids. Oral, fax, email, telegraphic or telephonic request to withdraw a bid will not be accepted. No Bidder may withdraw his bid check or bond for a period of sixty (60) days after bid opening.

7. OPENING OF BIDS

Bids shall be opened at 2:15 p.m. and publicly read aloud at the time and place set forth in Section 5 herein.

8. AWARD OR REJECTION OF BIDS

The District reserves the right to waive any informality or irregularity in any bid, to reject any or all bids, to reject one part of a bid and accept another, and to make award of the Contract to the lowest responsible and responsive bidder as it may serve the best interest of the District.

Subject to any requirements set forth in the Public Contract Code, in determining a responsible bidder consideration will be given to the trustworthiness, quality, fitness and capacity of the bidder, which includes but is not limited to the general experience of the bidder to satisfactorily perform the Work contemplated herein. Professional integrity and honesty shall be essential requirements. All Bidders shall complete the Bidders Questionnaire which shall assist the District in the determination of Bidders fitness expressed above.

9. PREVAILING WAGES

The successful bidder and any of its subcontractors shall pay to all workers not less than the general prevailing rate of per diem wages (for general, holiday and overtime work) as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the District office and shall be made available upon request. The successful bidder shall post a copy of the schedule at the Site of the Work. In accordance with SB 854 (2014), Contractor and any subcontractor(s) must be registered with the California Department of Industrial Relations before they may be listed on a bid proposal for a public works project, or perform work on a public works project.

10. PERFORMANCE, LABOR, AND MATERIAL BONDS, EXECUTION OF CONTRACT

Having satisfied all conditions of award as set forth elsewhere in the documents, the

successful Bidder shall, within the period specified herein, furnish (1) a performance bond, in the sum of 100% of the total bid, as security for the faithful performance of the contract; and (2) a payment bond, in the sum of 100% of the total bid, as security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, employed or used by him in performing the work. Each such bond shall be in an appropriate form satisfactory to District and shall bear a date, and each bond shall be as specified in the General Conditions. On each such bond, the rate of premium shall be stated together with total amount of premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to the bond. The successful bidder shall also furnish to District within this same time frame evidence of insurance coverage satisfactory to District in accordance with Article 12 of the General Conditions.

11. PLAN HOLDER REQUIREMENTS

N/A

12. CLASSIFICATION OF CONTRACTORS" LICENSE(S)

In accordance with Public Contract Code Section 3300, a bidder submitting a bid for the performance of the Work shall possess a Class C - 12 license (or highest recognized license to perform specified work) at the time the Contract is awarded. The successful bidder shall maintain the license in good standing throughout the course of the Work. Submission of a bid shall be deemed certification by the bidder that it possesses the required license(s) and that the license specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated herein. A bidder shall upon request furnish the District with proof of current licensing status.

13. TIME OF ESSENCE

Time is of the essence. The Work must be completed within Ninety (90) calendar days after the commencement date specified in the Notice to Proceed. Liquidated damages will be assessed, as set forth in the Agreement for failure to meet the specified completion date.

14. SECURITIES WITHHELD TO ENSURE PERFORMANCE

At its request and expense, and pursuant to Public Contract Code Section 22300

(which provisions are hereby incorporated by reference as if set forth in full), a successful bidder may substitute certain securities for any money held by District to ensure performance of the Contract, except where not allowed by la

MANDATORY FORM

BID FORM

Sealed bids will be received by the Parks District Services Manager of the Pleasant Valley Recreation and Parks District at 1605 East Burnley Street, Camarillo, CA. 93010

(District Office)

October 16, 2019 @ 2:00 P.M.

Board of Directors: Ladies/Gentlemen:

Having carefully examined the Notice Inviting Bids, Instructions to Bidders, the General Conditions, the Special Conditions, and Plans and Specifications, any addenda thereto, and any other Contract Documents, and having examined the Site of the Work, the locality where the Work is to be performed and local conditions thereto, the legal requirements (applicable federal, state and local laws, ordinances, rules and regulations) for the Work, the conditions affecting cost, progress and performance (including but not limited to bid quantities and specifications. The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work"). Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Freedom Park, 275 E. Pleasant Valley Road, Camarillo, California 93010, and to accept in full payment thereof the Base Bid Grand Total Bid Price (based on the Lump Sum) set forth in the attached Bid Schedule of Work and Prices, upon which award of this Contract will be made. The contract price includes the costs of bonds, insurance, license and permit fees, taxes and any other item. Cost or expense incidental to this Contract. In the case of discrepancies between words and figures, the words shall prevail.

If awarded the contract, the undersigned hereby agrees to timely sign said contract and furnish the necessary bonds, proof of insurance coverage and any other documentation required by these Contract Documents to the District within five (5) days after notice of award of said contract. Failure to do any of the aforementioned shall be cause for rejection of the bid and forfeiture of the bid bond and the contract shall be awarded to the next lowest responsive and responsible bidder.

The undersigned has checked carefully all the figures and information contained in this Bid Form and the Bid Schedule of Work and Prices and understands that the Pleasant Valley Recreation and Park District will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

This Bid and any surety provided in connection therewith shall remain open for ninety (90) days from the date of bid opening, unless otherwise required by law.

MANDATORY FORM

The undersigned bidder hereby certifies that this Bid Proposal is genuine and not sham or collusive, and makes the further representations to the District set forth in the Non-Collusion Declaration attached hereto.

The Bidder hereby certifies the accuracy of the representations made herein concerning the contractor's license number, type and expiration date; that the license(s) are current

and valid; and the license(s) is/are in a classification appropriate to the Work to be undertaken.

In conformance with current statutory requirements contained in California Labor Code Section 1860 et seq., the undersigned confirms the following as its certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Bidder Acknowledges Receipt of the Following Bid Addenda:

No. 1 _____ Date _____

No. 2 _____ Date _____

No. 3 _____ Date _____

No. 4 _____ Date _____

Provide information concerning the surety company and agent who will provide the required bonds on this Contract:

Name of Surety _____

Address _____

Surety Company Agent _____

Note: If this Bid is made by an individual, it shall be signed and his or her full name and address shall be given below. If the Bid is made by a partnership, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name and shall provide the name and address of each partner. If the Bid is made by a corporation, it shall be signed on behalf of the corporation by its duly authorized officer(s) and attested by the corporate seal.

Bidder (Business) Name _____ Federal Taxpayer ID No. _____

Contractor's License(s) No. _____ Type _____ Expiration Date _____

Bidder hereby warrants that Contractor and any subcontractor(s)
are registered with the California Department of Industrial
Relations.

MANDATORY FORM

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____
California

Date: _____, 2019

AUTHORIZED SIGNATURES

By: _____

Print Name: _____

Title: _____

If Bidder is a **Corporation**, the Bid shall also be signed by its Secretary:

By: _____

Print Name: _____

If Bidder is a **Partnership**, provide the name and address of each Partner here:
(Add additional sheets if necessary)

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Bidder's Business Address:

Telephone No.: _____ Fax No.: _____

MANDATORY FORM

**GRADING, AC PAVING AND STRIPING RENOVATIONS BID SCHEDULE OF WORK
AND PRICES**

BIDDER'S NAME: _____

ITEM NO.	DESCRIPTION	SPECIFICATION / PAYMENT REF.	LUMP SUM PRICE*
1	General & Special	N/A	\$
2	Grading	31 22 00	
3	Excavation	31 23 16	
4	Fill	31 23 23	
5	Asphalt Paving	32 12 16	
6	Parking Bumpers	32 17 13	
7	Painted Pavement	32 17 23	
8	Tactile Warning Surfacing	32 17 26	

*Lump Sum Price to Include Profit, Overhead, General Conditions and General Requirements.

BASE BID GRAND TOTAL (Bid Price in Figures)

\$ _____ BASE BID GRAND TOTAL (Bid Prices in Words) _____

DEDUCTIVE ALTERNATES

N/A

Award of Contract will be made to the lowest responsible, responsive bidder on the basis of the total base bid submitted for the Work.

DESIGNATION OF SUBCONTRACTORS

(Public Contract Code Section 4100 *Et Seq.*)

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

(a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, in an amount in excess of one-half (1/2) of one (1) percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one (1) subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor (either through an "and/or" provision or otherwise) for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

Failure to comply with these requirements will render the Bid non-responsive and may cause its rejection.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

LIST OF SUBCONTRACTORS

(Add sheets as necessary)

Name: _____

Address: _____

City: _____ Telephone: () _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: () _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: () _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: () _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID [Public Contract Code Section 7106]

[Must Be Notarized]

The undersigned declares:

I am the _____ of _____ the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature) (Typed Name)

(NOTE: THIS FORM SHALL BE USED WHERE THE BIDDER SUBMITS A BOND INSTEAD OF CHECK OR CASH.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____ as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District (hereinafter "Owner,") in a sum not less than ten percent (10%) of the total amount of the Bid, to be paid to Owner, its successors, and assigns, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bid Schedules of Owner's Contract documents entitled Camarillo Grove Park, all in accordance with the Contract Documents, including specifications and drawings on file at the offices of the Owner.

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner, and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement contained within said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event suit is brought upon this Bond by said Owner, and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of _____, 20 ____

(SEAL)

(SEAL)

(Seal and Notarial Acknowledgement of Surety)

Principal

Surety

(Signature)

(Signature)

MANDATORY FORM

NOTE:

- (1) This bid bond form is a mandatory form.
- (2) The bid bond form must be acknowledged before notary's public, and a legally sufficient power of attorney

must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

FREEDOM PARK

MANDATORY FORM

All Bidders **MUST** complete this form and it **MUST** be submitted with the bid. Failure to do so will render a bid non-responsive. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer as the term is used by State of California Contractor State License Board and/or in which any equity holder (eg shareholder, partner, member) of the Bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management projects performed by Company.

"Contact Information" means the name, address and telephone number of a person or entity. For all **YES** answers please provide complete explanations on extra sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		YES	NO
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated in Paragraph 12 of the Instructions to Bidders		
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on any public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		
3	Has the Bidder's insurance or Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of a ll cancellations and the contact information for aria insurance companies that cancelled coverage. Insurance includes a ll insurance coverages of any kind, including commercial, general liability, fire and casualty, automobile and workers' compensation.		
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information for the Division of Labor Standards Enforcement.		
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (OSLE)? If so, provide the date(s) of investigations and the contact information for the Division of Labor Standards Enforcement.		
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the		
7	Within the past 5 years, have stop payment notices been filed with any government agency on any projects performed by Bidder or any Related Company? If so, please provide the following information for each stop p a y m e n t notice; contact information for each claimant, amount of the claim,		
8	Has Bidder or a Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		

9	Has Bidder or Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the governmental agency's contact information.		
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MANDATORY FORM

EVALUATION ELEMENTS

<i>Standard Bidder Questions (applies to all bids)</i>		YES	NO
10	Has Bidder or related Company ever had its license revoked? If so, provide the date and name of each revocation and explain the circumstances of the revocation.		
11	Provide the name, date, contact information and approximate amount of the contract and a description of work performed for each job performed by Bidder in the last 3 years involving the same type of work as this contract		

Contractor Officer's Signature: _____

Title

Date

Bidder's failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

ALTERNATE BID

A. ALTERNATE BID PROCEDURE

- a. The District shall determine which alternates are selected for inclusion in the Contract.
- b. The District reserves the right to select any, all, or none of the alternates. The selection of alternates shall not affect the selection of the lowest responsible bidder.
- c. Alternates are described briefly in this section.
- d. Coordinate alternates with related work to ensure that the work affected by each selected alternate is properly accomplished.
- e. Award of the CONTRACT will be made based on funding identified in the budget process.

AGREEMENT

Freedom Park Parking Lots

THIS AGREEMENT, made and entered into on _____, 2019
by and between Pleasant Valley Recreation & Park District, a public entity, hereinafter referred
to as "Owner," and

Hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in Article 1.1 of the General Conditions, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.
2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work") Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Freedom Park, 275 E. Pleasant Valley Road, Camarillo, California 93010, at the Pleasant Valley Recreation & Park District's (District), to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer. Contractor shall perform the Work in accordance with any local, state and federal ordinances, laws and regulations applicable to the Work, including but not limited to those pertaining to the safety of workers performing the Work, payment of prevailing wages to workers employed on the Work, and compliance with all provisions of the California Labor Code. applicable to the Work, which (consistent with Section 1 hereto) are incorporated by reference hereto as if specifically set forth.
3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements

and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with any requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefore, the prices set forth in the accepted Bid Schedule (Proposal). The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for completion of the Work.

4. The Work shall commence within five (5) days after the date specified in the Notice to Proceed issued by the Owner, and shall be fully completed no later than Sixty (60) calendar days from the date specified in the Notice to Proceed. Time is of the essence for completion of the Work. If the Work is not completed in the time specified herein, plus any extension of time as allowed, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall pay to Owner as liquidated damages, and not as a penalty, the sum of Two Hundred and Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for completion of the Work. The parties hereby incorporate by reference the provisions of Section 3.1 of the Special Conditions into these Contract Documents, and they further agree that this Section 4 of this Agreement complies with Public Contract Code Section 7203.
5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.
6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be completed to the approval and entire satisfaction of the District.
7. To the fullest extent permitted by law, the Contractor shall assume the defense of and indemnify and hold harmless the District and its respective directors, officials, officers, employees, representatives, consultants, agents and volunteers, and each of them (collectively herein "Indemnitees") from and against:
 - a. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person, including the Indemnitees, and damages to or destruction of property of any person, including the Indemnitees', arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

- b. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing governmental law, ordinance or regulation relating to the Work, specifically including but not limited to the safety of workers, compliance with which is the responsibility of Contractor, any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- c. Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees.
- d. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees in any such suit, action or other legal proceeding.
- e. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- f. Contractor agrees to carry insurance for this purpose as set out in the specifications. See Article 12 of the General Conditions, entitled INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees.

8. If any provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

9. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

10. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

11. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.

12. The individuals executing this Agreement on behalf of Owner and Contractor hereby warrant that they possess the legal authority to sign this Agreement on behalf of their respective party.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: _____

License No(s). _____

Its: _____
[TITLE]

Expiration Dates(s) _____

By: _____

By: _____

Its: _____
[TITLE]

Its: _____
[TITLE]

Address: For Giving Notice to Owner

By: _____

Its: _____
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor," as principal, and _____ as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District, hereinafter referred to as "Owner," in the sum of \$_____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of Work generally described as all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Freedom Park, 275 E Pleasant Valley Road, Camarillo, California 93010, at the Pleasant Valley Recreation & Park District's (District), as specifically set forth in said Contract Document entitled Freedom Park, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if Contractor or any of its subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons named in Section 9100, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Civil Code Section 9200, so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152-8154 and 9550-9560, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alteration or extensions of the contract is hereby waived by the Surety.

WITNESS our hands _____ day of _____, 20

Contractor:
By: _____

Title: _____

By: _____

Title: _____

Surety:
By: _____

Title: _____

Home Office Address: _____

Phone: _____

Attorney-in-Fact _____

Address: _____

Phone: _____

SEAL

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. _____

That we _____ hereinafter referred as "Contractor," as principal, and as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District, hereinafter referred to as "Owner," in the sum of \$_____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of the Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work)) Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt and, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Freedom Park, 275 E pleasant Valley Road, Camarillo, California 93010, at the Pleasant Valley Recreation & Park District's (District), as specifically set forth in said Contract Document entitled Freedom Park, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW THEREFORE, if said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

FURTHER PROVIDED, that, as provided in Article 15 of the General Conditions entitled "Termination of Contract," and upon termination in accordance with said Article 15, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

1.1.1 The Contract Documents, which jointly forms the contract, consists of the Notice Inviting Bids, Instructions To Bidders, all of the Proposal forms (including the Bid Form, Bid Schedule of Work and Prices, Designation/List of Subcontractors, Addendum and Affidavit of Non-Collusion), the Award of Contract, the Agreement (Contract), the Performance and Payment bonds and insurance documentation to be provided by the Contractor to the District, the Notice To Proceed, these General Conditions, the Special Conditions, the Specifications and Drawings, bid addenda, and any change orders or directives or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the District Office and are hereby referred to and made a part of these General Conditions.

1.1.2 The District and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

1.1.3 The word *District* refers to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, 1605 Burnley St., Camarillo, CA 93010. The District is sometimes referred in the Contract Documents as the "Owner."

1.1.4 The Governing Body of the District is the Board of Directors of said District, hereinafter called the Board. The Board will act for the District in all matters pertaining to the Contract.

1.1.5 The term *Subcontractor* as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnished material worked to a special design according to the Plans and Specifications of this work but does not include one who merely furnishes material not so worked.

1.1.6 The term *Project* refers to the Work described in Section 1 of the Instructions to Bidders and in the Bid Form, i.e. the Work to be undertaken by the Contractor.

1.1.7 The Inspector is the duly authorized representative of the District at the Project. The words "directed" or "approved" shall be understood to be followed by the words "by the District."

1.1.8 The term *Work* (or sometimes *work*) includes all labor necessary to produce the construction, and all materials and equipment to be incorporated in the construction, for the Project.

1.1.9 The word *Materials* shall include all raw materials, fabricated materials, equipment, apparatus, fixtures, appliance, and substances which are a component part

of, or which are contributory to the work of the Contractor, unless specifically provided otherwise.

1.1.10 The word *Satisfactory* shall be understood to be followed by the words and acceptable to the District.

1.1.11 The term *Building Code* in the specifications or on the drawings shall be construed to mean the California Building Code. 2015

1.1.12 The words required, necessary, or proper shall be understood to be followed by the words to complete the work satisfactory and acceptable to the District.

1.1.13 The words *directed* or *approved* shall be understood to be followed by the words *by the District*.

1.1.14 The term *Architect* shall mean California Licensed Architect.

1.1.15 The masculine gender shall include the feminine and neuter; the singular number shall include the plural, and the plural, the singular; and the term "person" shall include a person, firm, corporation or association.

1.1.16 The initials N.I.C. shall indicate that the article referred to on the drawings is to be furnished by the District. If the item is to be installed by the Contractor, it shall be so stated in the plans or specifications.

1.1.17 Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives notice.

1.1.18 All time limits stated in the Contract Documents are of the essence of the Contract. The term "days" refers to consecutive calendar days, unless otherwise provided.

1.2 EXECUTION OF CONTRACT

1.2.1 The Contractor to whom the work is awarded, shall, within five (5) days after being notified of such award, enter into a Contract with the District for the work in accordance with the drawings and the specifications, and provide the District with bonds and evidence of insurance coverage as provided in Article 10 of the Instructions to Bidders.

1.3 DRAWINGS AND SPECIFICATIONS

1.3.1 The specifications, for convenience, are arranged in the several sections indicated, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and the Subcontractors.

1.3.2 In general, the drawings will show dimensions; position and kind of construction, and the specifications will show qualities and methods. Any work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified, shall be the same as similar parts that are detailed, marked or specified.

1.3.3 In the case of differences between the specifications and the drawings, the specifications shall govern. Should an error appear in the drawings or specifications, or in the work done by others affecting this work, the Contractor shall notify the District at once and the District will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the District, he shall make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation. Figured dimensions on the scale drawings shall govern.

1.3.4 The general character of the detail work is shown on the contract drawings, but minor modifications may be made in the large scale or full size drawings. The District will furnish additional details to explain the work more fully and the same shall be considered a part of the Contract. Any work performed before receipt of such details, if not in accordance with them shall be removed and replaced or adjusted as directed, without expense to the District. Should any details submitted later than the Contract drawings and specifications, in the opinion of the Contractor, be more elaborate than the drawings and specifications warrant, written notice thereof shall be given to the District within five (5) days of receipt of such details. The District will then consider the claim and if justified, said detail drawings shall be amended or the extra work authorized. Non-receipt of such notice shall relieve the District of any claims.

1.3.5 Where, on any drawings, a portion of the work is drawn out and the remainder is indicated in outline, the drawn-out part shall also apply to all other like portions of the work. When ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses of parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

1.4 COPIES FURNISHED

1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work. All drawings, specifications and copies thereof furnished by the District are and shall remain his property. They are not to be used on any other project and are to be returned to the District on request at the completion of the work.

ARTICLE 2 DISTRICT

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1 The District will provide general administration of the construction contract, including performance of the functions hereinafter described. The District has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.

2.1.2 The District shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The District shall have the right to accept or reject materials and workmanship. His decisions in matters relating to artistic effect shall be final.

2.1.3 The District is the interpreter of the conditions of the Contract and the judge of its performance; The District shall use his powers under the Contract to enforce its faithful performance.

2.1.4 The Districts Park Services Manager will make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, the District will endeavor to guard against defects and deficiencies in the work of the Contractor. The District will not be required to make continuous on-site inspections to check the quality or quantity of the work. The District will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

2.1.5 Based on such observations and the contractor's Applications for Payment, the District will determine the amounts owing to the contractor and will issue Certificates for Payment.

2.1.6 The District will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other person performing any of the work.

ARTICLE 3 INSPECTOR

3.1 INSPECTOR

995354.1

3.1.1 The District may assign one or more inspectors to the Work. Substitutes may be used during absence of the assigned Inspector. The Inspector has the following authority:

3.1.2 To view the Work, sample and test components (at the site, off-site and at manufacturing locations), and discuss the Work with the Contractor's field representative.

3.1.3 To determine compliance with the Plans and Specifications and other Contract Documents. The Inspector may issue warnings of non-compliance.

3.1.4 To issue stop work notices in the following two instances only:

a. Where a safety hazard exists that has an immediate potential for serious injury or death.

b. Where the operation in progress, if continued, could be averse to the District's interest.

ARTICLE 4 CONTRACTOR

4.1 CONTRACTOR

4.1.1 The Contractor shall not be deemed or construed to be an employee of the District but shall always be deemed to be an independent Contractor and shall have all the privileges and rights and be charged with all duties and obligations accorded to and placed by law on independent contractors.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES

4.2.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work

under the Contract.

4.2.2 The Contractor warrants to the District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

4.2.3 Whenever any materials, apparatus, equipment, or process is indicated or specified by patent or proprietary name, and/or by the name of the manufacturers, the name so indicated or specified shall be deemed and construed to be followed by the words "or equivalent in quality and utility." Within thirty (30) days after the award of the Contract the Contractor may submit to the District for approval proposed substitutions for items specified with all data required to make a complete analysis. If a substitute offered by the Bidder shall not be deemed by the District to be equal to that so indicated or specified, then the successful bidder, as Contractor, shall furnish, erect, or install the material, apparatus, equipment, or process indicated or specified by name.

4.3 COMPLIANCE WITH LAWS; NOTICES; PERMITS AND FEES

4.3.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work, especially those relating to the safety of workers and all persons who may come into contact with the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District, he shall assume full responsibility therefore and shall bear all cost and liabilities attributable thereto.

4.3.2 The Contractor shall make application for and secure the General Building Permit from the City or County, in which the work is located, if such permit is required. The Contractor shall pay all other fees and secure all other permits required and necessary to complete the work.

4.4 CASH ALLOWANCES

4.4.1 [Deleted].

4.5 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

4.5.1 The Contractor shall be responsible to the District for the acts, errors and omissions of all his employees and all Subcontractors and their work under a contract with the Contractor.

4.6 PROGRESS SCHEDULE

4.6.1 Immediately after being awarded the Contract, the Contractor shall prepare and submit for the District's approval an estimated progress schedule for the work. The progress schedule shall relate to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the District's approval.

4.7 SHOP DRAWINGS AND SAMPLES

4.7.1 Shop drawings are drawings, diagrams illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

4.7.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

4.7.3 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the District. Shop drawings and samples shall be properly identified as specified. At the time of submission, the Contractor shall inform the District in writing of any deviation in the shop drawings or samples from requirements of the Contract Documents.

4.7.4 By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials catalogue numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.

4.7.5 The District will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The District's approval of a separate item shall not indicate approval of an assemblage in which the item functions.

4.7.6 The Contractor shall make any corrections required by the District and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the District on previous submissions.

4.7.7 The District's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the

Contract Documents, unless the Contractor has informed the District in writing of such deviation at the time of submission and the District has given written approval to the specific deviation, nor shall the District's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

4.7.8 No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the District. All such portions of the work shall be in accordance with approved shop drawings and samples.

4.7.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "Broom Clean," or its equivalent, except as otherwise specified.

4.7.10 The Contractor fails to clean up, the District may do so and the cost thereof shall be charged to the Contractor.

4.8 INDEMNIFICATION

4.8.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District and its agents, directors, officials, officers, employees, representatives, consultants, agents and volunteers from and against all claims, demands, damages, losses, causes of action, proceedings, liabilities, expenses and other costs (including but not limited to attorney's fees and costs of defense) arising out of or resulting from the performance of the work, in accordance with the provisions of Section 7 of the Agreement (Contract) between the District and Contractor. The Contractor's obligations herein shall not be abridged, reduced or discharged by the maintenance of insurance by the Contractor.

4.8.2

In any and all claims against the District or any of their agents directors, officers or employees, by any employee of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation in the Agreement (Contract) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.

4.9.2 The obligations of the Contractor shall NOT extend to the liability of the District, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the District, its agents or employees provided such giving or failure to give is the

primary cause of the injury or damage.

4.9.3 Consistent with Public Contract Code Section 9201, the District shall timely notify Contractor if it receives any third-party claims attributable to the Work, and Contractor shall reimburse District for its reasonable costs in connection therewith. Contractor shall also timely notify District in the event Contractor receives such notice of third-party claims attributable to the Work.

ARTICLE 5 SUBCONTRACTORS

5.1 SUBCONTRACTORS

5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

5.1.2 Nothing contained in the Contract Documents shall create any contractual relation between the District and any Subcontractor.

5.2 SUBCONTRACTS

5.2.1 Subcontracting or subletting any part of the Contract shall be made only in accordance with the provisions of Sections 4100 to 4113 inclusive, of the Public Contract Code of the State of California.

5.2.2 The District will deal only through the Contractor who shall be responsible for the proper execution of the entire work.

5.3 RELATION OF CONTRACTOR AND SUBCONTRACTOR

5.3.1 The Contractor shall be bound to each of his subcontractors by the provision of the Contract and shall bind each of his Subcontractors to comply with and be governed by the provisions of the Contract and to assume all the obligations there-under which the Contractor has assumed in his contract with the District, insofar as said provisions and obligations are applicable to the work which the Subcontractor agrees to perform for the Contractor.

5.3.2 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractor to the Contractor by the same terms of the Contract insofar as applicable to the work of Subcontractor and to give the Contractor the same power as regards terminating any Subcontract that the District may exercise over the Contractor under any provision of the contract.

5.4 PAYMENTS TO SUBCONTRACTORS

5.4.1 Contractor shall promptly and timely pay each Subcontractor, upon receipt of payment from the District, an amount equal to the percentage of

completion allowed to the Contractor on account of such Subcontractor's work. The Contractor shall also require each Subcontractor to make similar prompt and timely payments to his employees and any other Subcontractors.

5.4.2 If the District fails to issue a Certificate for Payment for any because which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his work to the extent completed, less the retained percentage.

5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor and he shall require each Subcontractor to make similar payments to his Subcontractors.

5.4.4 The District may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

5.4.5 The District shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

ARTICLE 6 SEPARATE CONTRACTS

6.1 DISTRICT'S RIGHT TO AWARD SEPARATE CONTRACTS

6.1.1 The District reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of Contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the District any apparent discrepancies or defects in such work that render it unsuitable for such proper execution of their work, and shall properly connect and coordinate his work with theirs.

6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 SUCCESSORS AND ASSIGNS

7.1.1 The District and the Contractor each binds himself, his partners, directors, officers, successors, assigns and legal representatives to the other party hereto and to the partners, directors, officers, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the District.

7.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

7.2.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the District may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy District may possess, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the District's additional services made necessary by such default, neglect or failure. The District must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

7.3 ROYALTIES AND PATENTS

7.3.1 The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights, and shall indemnify and save the District harmless from loss on account thereof.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 Simultaneously with the execution of the Contract, the Contractor shall furnish and file a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price and a Labor and Material Bond in an amount of not less than one hundred percent (100%) of the Contract price.

7.4.2 The Labor and Material Bond shall provide for amounts due under the Unemployment and Insurance Act with respect to such work or labor.

7.4.3 Contractor shall use the forms provided with these specifications or which are otherwise satisfactory to the District in form and substance. The bonds shall be secured by a surety company authorized to conduct business within the State of California and satisfactory to the District.

7.5 OCCUPANCY

7.5.1 The District, subject to the Contractor's approval, may occupy a portion of the Work prior to its completion. The District will, prior to such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be based on the following terms:

7.5.2 The one-year (1) guarantees shall not begin to run until the final acceptance of all work under the Contract.

7.5.3 The occupancy of any portion of the Work shall not constitute an acceptance of work not performed in accordance with the Contract Documents or relieve the Contractor of liability to perform any work required by the Contract but not completed at time of occupancy.

7.5.4 The Contractor shall not be required to furnish heat, light, or water used in the occupied portion of the Work without proper remuneration therefore.

7.5.5

7.6 GUARANTEE

7.6.1 The Contractor shall be held responsible for and must make good any defects, through faulty, improper or inferior workmanship or materials, arising or discovered in any part of his Work for a minimum of one-year (1), or longer if specified or required elsewhere, after completion and acceptance of his work. The Bond for Faithful Performance, furnished by the Contractor, shall cover such defects and protect the District against them.

7.6.2 The Contractor shall be responsible for all damage to any part of the project Work caused by leaks, breaks, or other failure due to faulty material or workmanship within a period of one-year (1) after completion and final acceptance.

7.6.3 All guarantees must be submitted to the District before the final installment of the Contract will be approved for payment.

7.7 TESTS

7.7.1 The District shall select the testing laboratory to perform required

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inspections and tests.

7.7.2 When additional inspections and tests become necessary because of the manner in which the Contractor executes his work, such as inspections and tests at transit- mix concrete plants, test of materials substituted for previously accepted materials, and retest(s) made necessary by failure of work or materials to comply with the requirements of the Contract Documents, then the cost of these tests will be paid for by the Contractor.

7.8 DISPUTE RESOLUTION

7.8.1 All public works claims, disputes and other matters in question in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less arising out of, or relating to, this Contract or the breach hereof, shall be resolved in accordance with Public Contract Code Section 20104 et seq. Any disputes in excess of said amount shall be resolved through arbitration between the parties held in accordance with Code of Civil Procedure Section 1280 et seq. Any dispute proceedings shall be held in the County of Ventura.

ARTICLE 8

TIME

8.1 TIME

8.1.1 The contract Time is the period of time allotted in the Contract Documents for completion of the Work.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be established therein.

8.1.3 Date of Substantial Completion of Work or designated portion thereof, is the Date certified by District when construction is sufficiently complete, in accordance with Contract Documents, so District may occupy the work or designated portion thereof for the use for which it is intended.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall carry the work forward expeditiously with adequate forces and shall complete it within the contract Time specified in the Notice to Proceed.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the District or by any officer, director or employee of the District, or by any separate contractor employed by the District, or by changes ordered in the work or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the District pending arbitration, or by any cause which the District determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the District may determine.

8.3.2 All claims for extension of time shall be made, in writing; to the District no more than ten (10) days after the occurrence of the cause of delay; only one claim is necessary.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

9.1.1 Before the first Application for Payment, the Contractor shall submit to the District a Schedule of Values of the various portions of the Work, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the District, shall be used only as a basis for the Contractor's Applications for Payment.

9.2 PROGRESS PAYMENTS

On or about the first day of each month, the Contractor shall submit to the District an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the District may require, for ninety-five percent (95%) of all work performed during the preceding month. Retention proceeds withheld by the District shall not exceed five percent (5%) of the Contract payment price.

9.2.1 If payments are to be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of Bills of Sale or such

other procedures satisfactory to the District to establish the District's title to such materials or equipment or otherwise protect the District's interest including applicable insurance and transportation to the site. Consistent with Section 8 of the Special Conditions, Contractor is responsible for the security of materials, equipment and items stored at the site of the Work.

9.2.2 The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the District upon the receipt of such payment by the Contractor, free and clear of all liens, claims security interests or encumbrances. No work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.2.3 Review and payment of progress payments are subject to the provisions of Public Contract Code Section 20104.50.

CERTIFICATES FOR PAYMENT

9.3.1 The issuance of a Certificate for Payment will constitute a representation by the District, based on the Inspectors observations at the site and the data comprising the Application for Payment that the work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, and that the as-built drawings are being currently maintained.

9.3.2 After the Certificate for Payment has been received and processed, the District shall make payment in the manner provided in the Agreement. Retention proceeds are subject to the provisions of Public Contract Code Sections 7107 and 7201.

9.3.3 No Certificate for a Progress Payment, or any progress payment nor any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.4 PAYMENTS WITHHELD

9.4.1 The District may decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the District from loss, because of defective work not remedied, failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment or unsatisfactory prosecution of the work by the Contractor. In the event of a dispute between the District and the Contractor, the District may withhold from the final payment any amounts authorized by law.

9.5 SUBSTANTIAL COMPLETION

9.5.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Allocation for Payment, the District will promptly make such inspection and, when the Inspector finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections the work has been completed in accordance with the terms and conditions of the Contract Documents and that ninety five percent (95%) of the Contract amount is due and payable. The District shall then file the Notice of Completion.

FINAL PAYMENT

9.5.2 The five percent (5%) retention payment, called the Final Payment, shall be paid when all work of the Contractor on all construction on which he is required to perform any of said work is fully accepted by the District, but not less than 35 days after the Notice of Completion has been recorded. Such payments shall be of an amount equal to the balance of the Contract Price. Release of the final payment is also subject to the provisions of Public Contract Code Section 7107.

9.6 LIENS

9.6.1 Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the District a complete release of all liens, arising out of this Contract and an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify it against any lien. Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 10 EMPLOYMENT AND WAGES

10.0 EMPLOYMENT QUALIFICATIONS

10.1.1 No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution, and no inmate of any institute for mental defectives, shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make his employment dangerous as to his health or safety of others shall be employed to perform any work on the Project under this Contract, provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employable, where such persons may be safely assigned to work which they can ably perform.

The Contractor and Subcontractor shall comply with all the provisions of the California Labor Code relating to the employment of aliens.

WAGE RATES

Pursuant to Articles 1 and 2, Chapter 1, Part 7, Division 2 of the California Labor Code, the District has ascertained the general prevailing rate of hourly wages in the locality in which the work on the project is to be performed for each craft or type of workman or mechanic needed to execute the Contract. The prevailing wages so determined are stipulated in the specifications.

The Contractor shall forfeit to the District, as a penalty the sum of Fifty Dollars (\$50.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated prevailing rates for any work done under this Contract by him or by any Subcontractor under him. [Labor Code Section 1775]

Eight (8) hours of labor shall constitute a legal day's work and forty (40) hours a legal week's work, upon all work done hereunder. The Contractor shall comply with Article 1 and 3 of Chapter 1, Part 7, and Division 2 of the California Labor Code relative to working hours. It is further expressly stipulated that the Contractor shall forfeit to the District as a penalty Twenty-five Dollars (\$25.00) for each workman employed in the execution of this Contract, or by any Subcontractor under this Contractor, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of the provisions of said Article 1 and 3 of the California Labor Code. [Labor Code Section 1813]

Contractor's attention is hereby directed to the provisions of SB 854 (2014). Among other requirements, Contractors and Subcontractors must be registered with the California Department of Industrial Relations ("Department") before they may bid on or be listed on a bid proposal for a public works project, or perform work on the project. Contractor is also hereby notified that the Work is subject to prevailing wage compliance monitoring and enforcement by the Department. The Contractor shall post job site notices at the site of the Work in accordance with Department regulations.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY SAFETY OF PERSON AND PROPERTY

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the work site and all other persons who may be affected.

The Contractor shall comply with all applicable laws, ordinances, regulations and orders of any public authority having jurisdiction for the safety of persons. (Including personnel of Contractor and any subcontractor(s) or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the

work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Unless designated otherwise by Contractor, Contractor's Superintendent shall serve as Contractor's safety officer at the Site the Contractor shall furnish and erect temporary fences around the Work areas (as indicated on the drawings or otherwise), and elsewhere where required for protection of the Work and any persons, and shall prevent unauthorized persons from entering the construction area. Fences shall be 6' high above grade. Necessary gates for access to any buildings shall be placed where directed by the District.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by an of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the District or anyone employed by the District which are not attributable to the fault or negligence of the Contractor.

The Contractor shall not load or permit any part of the work to be performed so as to endanger the safety of its personnel or the personnel of Subcontractor(s).

The provisions of Public Contract Code Section 7104 (relating to notice of latent or hazardous conditions) and Labor Code Section 6705 (relating to trench excavation plans for worker safety) are incorporated herein by reference as if set forth in full.

ARTICLE 12 INSURANCE

LIABILITY INSURANCE

During the performance of the work of the Contract and until completion thereof and its acceptance by the District, the Contractor at his own cost, shall provide and maintain such General Liability (including operations, products and completed operations), Automobile, Property Damage Insurance, and Extended Coverage (all as specified herein) as shall protect Contractor, and the District, from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from all operations under this Contract. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

The Contractor and all Subcontractors shall each provide and maintain the following minimum amounts of insurance:

General Liability Insurance (including operations, products and completed operations): Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Work/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

Workers' Compensation: As required by the State of California.

Employers' Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown herein, the District shall be entitled to coverage for the higher limits.

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CGOO 01)
- b. Insurance Services Offices Form No. CA 00 01 covering Automobile Liability, code 1 (any auto)
- c. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Any deductibles or self-insured retentions must be declared to and approved by the District. At District's option, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, directors and employees; or Contractor shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, and its officers, directors and employees are to be covered as insureds with respect to liability arising out of or automobiles owned, leased, hired or borrowed on behalf of Contractor; and with respect to 1
- b. liability arising out of work or operations performed by or on behalf of the Contractor including parts, equipment or materials furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.
- c. For any claims related to this Project (Work), the Contractor's insurance coverage shall be primary insurance as respects the District, and its officers, directors and employees. Any insurance or self-insurance maintained by the District or its officers, directors or employees shall be in excess of Contractor's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the district. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to effectuate this waiver of subrogation.
- e. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, and its

employees, agents and subcontractors.

f. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the district.

g. Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on forms otherwise acceptable to the District, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

h. Contractor's compliance with these provisions does not modify or eliminate in any way Contractor's indemnity and defense obligations as set forth elsewhere in these Contract Documents.

ARTICLE 13

Changes in the work

The District, without invalidating the Contract, may order Changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the work shall be authorized by Change Orders and shall be executed under the applicable conditions of the Contract Documents.

A Change Order is a written order to the Contractor signed by the Owner and the District issued after the execution of the Contract, authorizing a Change in the work or an adjustment in the Contract Sum or the Contract Time.

COST DETERMINATION

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum, by unit prices named in the Contract, or by cost and percentage. For any item involved in the changes for which unit prices have not been duly established the Contractor shall proceed on a time and material basis and shall keep an accurate account of the cost of such work and present it in such form, at such time and substantiated by such supporting papers and information as the District may require. To such items of cost there shall be added, for extra work performed, the following allowance for overhead and profit combined:

Fifteen percent (15%) of the net extra cost of labor and items incidental to labor, whether furnished by the Contractor or Subcontractor.

Eight percent (8%) of the net extra cost of material delivered to the site, including local sales taxes if any, whether furnished by the Contractor or Subcontractor.

Six percent (6%) of the net extra cost (including any overhead and profit allowed by the Contractor to the Subcontractor within the percentages above prescribed) to the Contractor

of all subcontracted work involved in the change.

The cost shall include all direct and necessary production costs of the work itself, i.e. labor and items incidental to labor (such as general liability and workers' compensation insurance, old age and unemployment insurance, social security), pro-rata charges for foremen, material, and the use of power tools and equipment. Among the items to be considered as overhead and not as cost are supervisor, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens and general office expense.

MINOR CHANGE IN THE WORK

The District shall have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the District and the Contractor.

CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall within ten days (10) after the receipt of such instructions, and in any event before proceeding to execute the work, submit his proposal thereto in writing to the District, stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

ARTICLE 14

CORRECTION OF WORK

UNCOVERING OF WORK

If any work should be covered contrary to the request of the District, it must, if required by the District, be uncovered for his observation and replaced at the Contractor's expense.

If any other work has been covered which the District has not specifically requested to observe prior to being covered, the District may request to see such work and it shall be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the District. If such work were found not in accordance with the Contract Documents, the Contractor shall pay such costs.

CORRECTION OF WORK

The Contractor shall promptly correct all work rejected by the District as defective or as failing to conform to the Contract Document whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the District's additional services thereby made necessary.

If, within one year (1) after the Date of Substantial Completion any of the work is found to be defective or to in accordance with the Contract Documents, the Contractor shall correct it

promptly after receipt of a written notice from the District to do so unless the District has previously given the Contractor a written notice of such condition. The District shall give such notice promptly after discovery of the condition.

ARTICLE 15 TERMINATION OF CONTRACT

STOPPAGE OF WORK

Should the Contractor be adjudged a bankrupt, or should a petition in bankruptcy be filed against him, or should he make a general assignment for the benefit of his creditors or should an attachment or execution be levied upon the property of the Contractor, or should a receiver be appointed because of his insolvency, or should he persistently or repeatedly fail or refuse to supply enough properly skilled workmen and proper material, or should he fail to make prompt payment to his employees, suppliers, and subcontractors, or should he persistently disregard laws and ordinances and the instructions of the Districts, or should he fail, neglect or refuse to conform to all provisions of the Contract, the District, without prejudice to any other right or remedy it may otherwise have, may thereupon after giving the Contractor and his Sureties seven (7) days written notice, terminate the Contract, enter upon the site of work, take possession of all materials, tools, apparatus, equipment and appliances and complete the work of the Contractor by whatever method it shall determine most advantageous to the District. The Contractor and his sureties shall be liable to the District for any excess cost occasioned to the District thereby.

The foregoing provisions for termination of the Contract are in addition to and not in limitation of the right of the District under any other provisions of the Contract or at law.

Attention is directed to the provisions of Section 4410 of the Government Code of the State of California which is as follows: "In the event a national emergency occurs, and public work, being performed by the Contract is stopped, directly or indirectly because of the freezing or diversion of materials, equipment or labor, as a result of an order or a proclamation of the President of the United States, or of an order of any Federal Authority, and the circumstances or conditions are such that it is impractical within reasonable time to proceed with a substantial portion of the work, then the District and the Contractor may, by written agreement, terminate said Contract."

If the work should be stopped under an order of any court or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the District should fail to issue any Certificate for Payment within seven (7) days after it is due, or if the District should fail to pay to the Contractor within fifteen (15) days after its maturity and presentation, any sum certified by the District or awarded by arbitrators, then the Contractor may, upon seven (7) days' written notice to the District stop work or terminate this contract and recover from the District payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damage.

ARTICLE 16

MISCELLANEOUS PROVISIONS

ADDITIONAL MISCELLANEOUS PROVISIONS

Payroll Records. Contractor shall maintain an accurate payroll record for employees and otherwise comply with all applicable provisions of Labor Code Section 1776; all provisions of the Labor Code relating to apprentices, as set forth in Labor Code Section 1777.5; and any other Labor Code provisions applicable to the Work.

Incorporation of Other Statutory Provisions. Any statutory provision required be including, but not otherwise actually including, within these Contract Documents is incorporated herein by reference as if set forth in full.

END OF SECTION

SPECIAL CONDITIONS

1.1 SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the work) Required for pulverizing approximately 96,800 square feet (sq. ft) of existing asphalt and, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls at the Pleasant Valley Recreation & Park District's (District) Freedom Park (Site), located at 275 E. Pleasant Valley Road, Camarillo, California 93010.

2.1 TIME OF COMPLETION

The work shall start on **December 9, 2019**, and completion will be thirty (30) days from Notice to Proceed.

3.1 LIQUIDATED DAMAGES AND EXTENSION OF TIME

Notwithstanding any liquidated damages provisions as specified in the Agreement, the Contractor and his surety shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the contract) notify the

District, in writing, of the cause of delay, whereupon the District may extend the time for completing the work when in its judgement the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto.

4.1 SURVEY OF EXISTING CONDITIONS

Prior to starting work the Contractor or his representative shall make a thorough survey of the site, approaches thereto, and condition of said project Site. The Contractor shall notify the District prior to starting the work if any existing condition is unacceptable. The Contractor shall assume all responsibility if any work proceeds without such notification. Start of the work by the Contractor indicates his acceptance and approval of all existing conditions.

5.1 WATER AND ELECTRIC SERVICE

All water and electrical service used on the site of the Work shall be paid for by the District. The Contractor shall furnish the necessary piping from the distribution point to the locations on the site where water is necessary to carry on the work. Upon completion of the work the Contractor shall remove all temporary piping.

The Contractor, at his own expense, shall furnish and install all temporary power equipment, and wiring, and piping necessary to perform the work and shall remove the same upon completion of the work.

6.1 TEMPORARY FENCING

The Contractor shall provide all materials, equipment, tools, and labor as necessary to secure the site with temporary fencing to ensure the safety and security of the personnel, equipment, supplies, and work in progress. Temporary fencing shall be a six-foot-high chain link fence. Exact location of security fence must be approved by the District.

A temporary lay down area shall be established on the existing asphalt parking lot. The Contractor, with the District's approval, shall define this lay down area in the field and secure with a fence.

7.1 TOILET FACILITIES

The Contractor shall install temporary toilet facilities for use by the workmen during the entire construction period.

8.1 WATCHMAN SERVICES

The Contractor shall provide such watchman services, as he may deem necessary to properly safeguard materials, tools, appliances, and work during all hours that operations under the Contract are not being actively prosecuted. The District will not assume any responsibility for the loss of, or damage to, materials, tools,

995354.1

appliances, or surfacing work, arising from acts of theft, vandalism, malicious mischief, weather, or other causes.

9.1 ENUMERATION OF DRAWINGS

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10.1 ENUMERATION OF SPECIFICATIONS

The specifications (Project Manual) comprise sheets marked "Grading, AC Paving and Striping, Freedom Park" dated October 16, 2019, Inclusive of Division 1-General Requirements with assembly section numbers as listed:

DESCRIPTION	SPECIFICATION SECTION
Grading	31 22 00
Excavation	31 23 16
Fill	31 23 23
Asphalt Paving	32 12 16
Parking Bumpers	32 17 13
Painted Pavement	32 17 23
Tactile Warning Surfacing	32 17 26

11.1

11.m PLANS, SPECIFICATIONS, AND DETAILS

A component in one part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists, the governing ranking is:

1. Written numbers and notes on a drawing govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

12.1 SURVEYS

The District will provide only the location of the horizontal and vertical control. These will be set prior to the commencement of construction. The Contractor shall employ professional engineers or surveyors to perform adequate surveys and staking necessary to construct the Work to the lines, elevations, and grades shown on the Plans and Specifications.

END OF SPECIAL CONDITIONS

NOTICE CALLING FOR BIDS FOR AC PAVING, AND STRIPING.

PUBLIC NOTICE IS HEREBY GIVEN that Pleasant Valley Recreation and Park District (PVRPD) invites sealed bids for the work Required for pulverizing approximately 100,000 square feet (sq. ft) of existing asphalt and, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls.

Sealed bids will be received at the administrative office of Pleasant Valley Recreation and Park District, 1605 E. Burnley St., Camarillo, CA 93010. Bids are due on Wednesday October 16, 2019 by 2:00 pm. Late proposals will not be considered. Public opening of bids will take place promptly at 2:15pm. **CLASSIFICATION OF CONTRACTORS' LICENSES** - In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a **C-12** License (or highest recognized license to perform specified work) at the time the contract is awarded. The Mandatory site walk will be held at the project site Freedom Park, 275 E. Pleasant Valley Road, Camarillo, CA at 9:00 am on September 25, 2019. A full set of contract documents are available for inspection without charge at pvrpd.org web site. The work shall be done in accordance with the instructions to bidders that comprise the bid package. Bids must be prepared on the approved bid proposal forms and placed in a sealed envelope plainly marked on the outside in conformance with the instructions to bidders. All State and Federal Labor requirements, including the State Prevailing Wage rates shall apply. In addition, and Equal Employment Opportunity regulations shall apply.

**Freedom Park Parking Lot
Repave
SPEC No. FP- 2019-AA**

**Request for Proposal:
Due October 16, 2019, 2:00 pm**



www.pvrpd.org • 805-482-1996

Nick Marienthal
Park Supervisor
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 ext. 304
nmarienthal@pvrpd.org
www.pvrpd.org

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified Asphalt Companies to pulverize the existing parking lot, and re-use as base and add 3" inches of hot asphalt.

SCOPE OF WORK

The District seeks to contract out the parking lots at Freedom Park, 275 E. Pleasant Valley Road, Camarillo CA 93010. These parking lots are approximately 100,000 square feet (sq. ft.) which will need the following items addressed: pulverize the existing asphalt, grade using the existing pulverized asphalt for base at a compaction of 93% or greater, use hot asphalt at three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap parking stalls.

BASIC OF SPECIFICATIONS

Unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specifications for Public Works Construction (the "GREEN BOOK"), latest edition.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (three copies). The following shall be included in your written proposal:

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected Contractor will be contacted to let them know they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California state license and a City of Camarillo business license and the proper insurance and bonding.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

CONSTRUCTION SCHEDULE

Within seven (7) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract award November 7, 2019

Project start date December 9, 2019

Project completion date no later than January 10, 2020

HOURS OF OPERATION

Unless otherwise approved by the General Manager, the Contractor shall not work outside the following Hours of Operation on this Project:

Weekdays (M/T/W/TH/F): 7:00 AM - 7:00 PM

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM

Holidays: No Work. (Holidays are those Holidays observed by the District)

DESCRIPTION

The work to be performed under this Specification, No. FP-2019-AA consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

The scope of work to be accomplished by the Contractor under these specifications shall include, but not necessarily be limited to, the following general categories of work: Clearing & Grubbing, including removal or relocation of existing improvements, removals of various surfacing materials including Asphalt Concrete, Concrete, Gravel, etc., Grading and removal of excess soil, Asphalt Concrete Pavement Structural Section, Aggregate Base, Concrete Curb, Concrete Gutter, and associated work.

TIMELINE

Request for Proposals released, September 6, 2019
Mandatory job walk Wednesday September 25, 2019 @ 9:00 am
Proposals must be received by Wednesday October 16, 2019, 2:00 p.m.
Contract award November 7, 2019
Project start date December 9, 2019
Project completion date no later than January 10, 2020

PROPOSAL DEADLINE

The deadline for the proposal is **Wednesday October 16, 2019, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked **RFP Freedom Park Parking Lots, SPEC NO. FP-2019-AA**, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit three (3) copies of the proposal to:

Nick Marienthal,
Park Supervisor
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Nick Marienthal**, Park Supervisor
805-482-5396 ext. 304
nmarienthal@pvrpd.org





**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 4, 2019

SUBJECT: CONSIDERATION OF ENTERING INTO AN AGREEMENT BETWEEN AMERICAN LEGAL PUBLISHING CORPORATION AND PLEASANT VALLEY RECREATION AND PARK DISTRICT TO EXAMINE, CLASSIFY AND PREPARE DOCUMENTS TO BE SEARCHABLE BY THE PUBLIC AND STAFF

SUMMARY

Staff identified a need for District documents to be uniform and easily searchable. Staff contacted a codification firm, American Legal Publishing Corporation (Publisher) and received a cost of \$12,150 to make the District documents searchable. This line item expense is in the fiscal year 19-20 operating budget.

BACKGROUND

Codification is a collection and systematic arrangement of documents, usually by subject, of the laws of a government organization. By having the documents uniform and organized, the documents then become easily searchable, by the public and by staff. The goal is to update the codification of the "Ordinances and Resolutions", ensuring conformity that will allow for growth and flexibility. Services will include, but are not limited to, an internal comparison of "Ordinance and Resolutions", inconsistencies, typographical, grammar and provision of an electronic version that is fully searchable and modifiable.

This project would take approximately three to six months to complete and would cost \$12,150 for 900 pages with a charge of \$8.00 for every page over 900. The codification line item was placed in the fiscal year 2019-2020 Business Services operating budget in the amount of \$14,150 and was adopted on July 3, 2019.

ANALYSIS

Government Code 12236 states that the Secretary of State shall establish, update and maintain on a permanent basis guidelines for local government records retention. The Secretary of State may consult with appropriate professional organizations representing city, county and special district records administrators regarding the establishment of the guidelines. The District has a records retention schedule and abides by the guidelines of the schedule. By having the documents classified, organized and tabled, the retrieval of District documents would be more efficient and transparent.

The scope of work that American Legal Publishing Corporation would do for the District is outlined in the attached agreement but is also summarized within this following paragraph.

- Publisher will examine the District's resolutions and determine which materials are to be incorporated.
- Resolutions will be classified according to subject matter, changes will be made to the documents for uniformity of style, typographical and spelling errors, grammar and usage
- Substantive changes will not be made in the wording of the resolution
- Publisher will prepare the title, chapter and section headings
- Publisher will prepare the table of contents
- Publisher will publish Ordinance 8 and Ordinance 9 to the online hosted Resolution Database

FISCAL IMPACT

The fiscal year 2019-2020 Business Services operating budget has \$14,150 budgeted for this item.

RECOMMENDATION

It is recommended the Board of Directors approve the agreement between the American Legal Publishing Corporation and the Pleasant Valley Recreation and Park District to examine, classify and prepare District documents to become searchable.

ATTACHMENTS

- 1) American Legal Publishing Agreement (3 pages)

American Legal Publishing Corporation
One West Fourth Street
Cincinnati, Ohio 45202

Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

COMPILATION AGREEMENT

August 1, 2019

The Pleasant Valley Recreation and Park District, a Special District in the State of California ("District") and American Legal Publishing Corporation ("Publisher"), an Ohio corporation, agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the District's resolutions provided by the District and determine which materials are to be incorporated.
- (2) Classify all resolutions according to subject matter.
- (3) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the resolutions.
- (4) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents.
- (5) Deliver to the District, within 3-6 months from receipt of the materials deemed necessary by the Publisher to begin the compilation (all Resolutions), a link to the online Resolution database for the District's examination.
- (6) If necessary, hold a phone conference to make final corrections, additions, and deletions to the resolution database. The District may present changes during the phone conference. After the phone conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the resolution database in accordance with III(3) of this Agreement. When the changes thereto made by the District, are returned to the Publisher, such return of the changes shall be deemed final authorization by the District to publish the Resolution database as returned.
- (7) Deliver to the District, within 3 months of receipt of the corrected draft an online link to the published Resolution database.
- (8) Publish Ordinance 8 and 9 to the online hosted Resolution Database. No editing or future work will take place with these two ordinances.

II. THE DISTRICT SHALL:

- (1) Provide clear copies of all materials necessary to perform the compilation, including all resolutions. Provide a copy of Ordinance 8 and 9 in MS Word format.
- (2) After receipt of the link to the Resolution database, the District shall have 60 days to review the material and report and to return to the Publisher its comments about the material.
- (3) (a) Pay to the Publisher for delivery of the final resolution database link order as a base price, the sum of \$12,150.00 for its services set out in Section I, payable as follows:

Forty Percent (40%) due upon acceptance of this agreement.
Balance 30 days after completion.

- (b) The price above is based upon a resolution database of the following number of pages according to the format proposed. Should the final page count of the resolution database be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	900	\$8.00 per page

- (4) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. OPTIONAL SERVICES:

The District, by the initials of the person executing the agreement on its behalf, exercises the following options:

- | | |
|--|---------|
| | INITIAL |
| (1) Review superseded resolutions (onetime fee during the initial review) \$2,000 | _____ |
| (2) Resolution database hosted on American Legal Publishing website \$450/yr
(First 6 months free; then \$450 per year) | _____ |
| (3) Five year supplemental service plan: | _____ |

For a period of five years after delivery of the resolution database:

(a) The Publisher shall:

1. Incorporate into the resolution database new pertinent resolutions submitted by the District.
2. Revise or make additional entries to the table of contents and chapter summary pages as necessary to reflect the incorporation of additional, changed or deleted material.

(b) The District shall:

1. Provide a copy of all resolutions passed
2. Updates to online Resolution database (no review) \$8.00/per page _____
OR
3. Updates to online Resolution database reviewing for superseded resolutions \$10.00/per page _____

Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the District is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the District by December 31, 2019, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

PLEASANT VALLEY RECREATION & PARK DISTRICT AMERICAN LEGAL PUBLISHING, CORPORATION

By _____

By _____

Title _____

Title _____

Date _____

Date _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: September 4, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSAL FOR TWO NEW FLEET VEHICLES**

SUMMARY

The Board appropriated funds in the amount of \$64,000 to purchase new fleet vehicles. The two new vehicles will be 2019 Ford Rangers. The two Ford Rangers will replace two older vehicles which both have well over 150,000 miles and are more than seventeen years old. The new Ford trucks will serve as safer, more fuel-efficient replacements to the outdated fleet.

BACKGROUND

At the May 16, 2019 budget workshop meeting, park staff presented to the Board their budget and capital improvement plans. On July 3, 2019 the Board of Directors approved the FY 2019/2020 budget. Park staff allocated for two (2) fleet vehicles to replace aging vehicles in the fleet. The Parks Department fleet vehicles range from 1989 to 2017. Staff has made a number of repairs and replaced parts to keep our fleet in service. The two oldest are flat bed Toyota trucks which had new engines and transmissions replaced in 2013. These trucks will stay in the fleet for their usefulness to the Parks Department. The two new vehicles are smaller and more economic. They will replace the larger trucks driven by supervisors and put into the field. The typical usable life of a gasoline engine is around 150,000 miles with accelerated maintenance cost beginning around 100,000 miles. Introducing two new vehicles to the fleet should improve fuel consumption, as well as reduce maintenance costs over the aging fleet vehicles.

ANALYSIS

The purchase of these vehicles will assist the District in moving forward in both fleet management and economization. These vehicles will result in the decommissioning of a 1992 Toyota pick-up and leave the other for a spare when other trucks are down for maintenance.

These vehicles will provide the Parks Department with a vehicle that can be more useful, allow for easier access of storage and passenger space and allow for safety features.

The Pleasant Valley Recreation and Park District, as a governmental agency, has the ability to utilize a number of purchasing procedures. Staff will investigate each one of these methods before returning to the Board to procure items. Some of the methods available are:

- Manufacturer Implemented Governmental Rates: Many manufacturers provide a pre-agreed governmental rate for purchases of like equipment. Typically, large manufacturers will provide specialized/standard units for a lowered cost, i.e.; police cars, service trucks, etc.

- California Multiple Award Schedules: Any contract awarded to the state has a provision that provides all other agencies the ability to utilize the prices identified in their bid.
- Public Bid Process: Developing vehicle specifications, advertising/soliciting bids. This assures the agency compares like products to better judge bid value.

Staff will investigate each of these processes and return to the Board with the lowest priced vehicle that meets specifications.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended that the Board of Directors consider and approve the Request for Proposals for two (2) fleet vehicles.

ATTACHMENTS

- 1) Request for Proposal (3 pages)

**Parks
Department
Truck Bid**

**Request for Bid:
Due October 1, 2019, 3:00 pm**



www.pvrpd.org • 805-482-1996

Brandon Lopez

Park Supervisor

Pleasant Valley Recreation

and Park District, Camarillo, CA

805-482-5396 x 302

blopez@pvrpd.org

www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District (“District”) is seeking bids for the purchase of the following vehicle and specifications:

- New Vehicle, 2019 Ford Ranger SuperCab XL
- EcoBoost 270hp 2.3L I-4 Engine
- 6' bed length
- 10 speed automatic transmission with overdrive
- 4 Wheel ABS Disc brakes
- Rear backup camera
- Seating capacity for 4
- Vinyl bucket seats
- Steering – Electric power assisted
- Trailer tow package
- Airbags for driver and passenger
- Clearcoat paint (White or Silver)

PROPOSAL DEADLINE

The deadline for bid submittal is **Tuesday, October 1, 2019, 3:00 p.m.** Complete and sign the forms provided and submit with packet. Mark envelopes *Vehicle Bid* by the deadline to:

Brandon Lopez, Park Supervisor
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

ADDITIONAL INFORMATION

For questions, contact: **Brandon Lopez**
(805) 482-5396 x302
blopez@pvrpd.org

BID FORM

New Vehicle

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicle	2	\$ _____	\$ _____
		Tire Fees	\$ _____
		Sales Tax	\$ _____
		New Vehicle Total	\$ _____

By signing below the Bidder has read Pleasant Valley Recreation and Park District's bid instructions and specifications. Therefore, the undersigned hereby agrees to provide, within the time specified and the price quoted therein and without any additional charges to Pleasant Valley Recreation and Park District.

By: _____ **Title:** _____

Signature: _____ **Date:** _____

Company: _____

Address: _____ **City:** _____ **Zip:** _____

Email: _____ **Phone:** _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: September 4, 2019

SUBJECT: CONSIDERATION AND APPROVAL OF A TEN-YEAR AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND MIRACLE LEAGUE 805, INC. FOR THE USE AND MAINTENANCE FOR PORTIONS OF THE COMMUNITY CENTER PARK

SUMMARY

Pleasant Valley Recreation and Park District (“District”) owns and operates the Community Center Park located at 1605 E. Burnley Street. Miracle League 805 is desiring to enter into an initial Agreement with the District to use and maintain a portion of the Community Center Park.

BACKGROUND

On March 28 and again on May 9, 2019 the District’s Liaison Committee as well as Pleasant Valley School District’s Liaison Committee met to discuss the current joint use agreements as it related to the Former Los Altos Middle School and a permanent location for Miracle League 805. As part of the site exploration, Freedom Park West, Woodcreek Park, and Pitts Ranch Park as well as University Preparation Charter School/Community Center park locations were examined. It was determined that Miracle League will operate a baseball program located at University Preparation Charter School located at 1099 Bedford Drive which is adjacent to the Community Center Park.

Miracle League 805 is a California 501 (c)(3) non-profit corporation founded 2017, whose principal mission is dedicated to providing opportunities for children and young adults with disabilities to be able to play baseball regardless of their abilities. Miracle League also promotes community support and sponsorship of sports leagues for persons with special needs and construction of special facilities that meet the unique needs of Miracle League players and their families.

ANALYSIS

The District owns and manages the Community Center Park. Miracle League 805 will operate a baseball program at University Preparation Charter School; however, they do not have access to ADA restrooms or parking on the school site. The parties desire to enter into this agreement whereby the District will grant Miracle League, a Use and Maintenance Agreement for the use of

the following related amenities: restrooms, sidewalk, and parking lot, and all District properties whose use is reasonably anticipated as part of this agreement.

Key points of this agreement entail the following items:

1. Non-exclusive use of District property.
2. Miracle League shall keep and maintain the premises in clean, and orderly condition during and after its scheduled activities.
3. Seasonal Maintenance Payment intended to compensate the District for the costs incurred in connection with the permittee's use of the premises.
4. Permittee will submit its usage request to the District 1st of each January.
5. Permittee acknowledges and will schedule around blackout dates as identified within Exhibit B.
6. During the term of this Agreement, all or a portion of the Premises may require modifications or development to meet the needs of the Permittee. In such event, all costs incurred shall be borne by the Permittee without contribution from the District.
7. All proposed modification, improvements and/or additions, whether temporary or permanent, will require submission to the District.
8. Option to extend an additional ten (10) years on mutually satisfactory terms.

FISCAL IMPACT

The proposed Agreement will have no adverse impact on the General Fund as costs and expenses associated with Miracle League's operations of the Program and use or modifications of District facilities will be paid by Miracle League.

RECOMMENDED ACTION

It is recommended the Board review and approve the proposed ten (10) year agreement (Agreement), between the District and Miracle League 805, a California 501 (c)(3) non-profit corporation, setting forth the terms and conditions for Miracle League's shared use and maintenance agreement.

ATTACHMENTS

- 1) Agreement (12 pages)

MIRACLE LEAGUE OF THE 805
COMMUNITY CENTER PARK RESTROOM,
PARKING LOT USE AND MAINTENANCE
AGREEMENT

This Use and Maintenance Agreement (“Agreement”) is made and entered into on this, 4th day of September 2019, by and between Miracle League 805, a California non-profit 501(c)(3) Public Benefit Corporation (“Permittee” or “MIRACLE LEAGUE 805 ”), and the Pleasant Valley Recreation and Park District, a public agency established and operating under the Recreation and Park Law, Public Resources Code Section 5780 et. seq. (“District”).

Pursuant to authority granted by the Public Resources Code of the State of California, the District organizes, promotes and conducts programs of community recreation. Pursuant also to the Public Resources Code, the District has established systems of recreation, recreation centers, parks, and athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs open to the residents of the District. It is the intent of the parties in this Agreement to establish specific understandings for the use and maintenance of certain District facilities by the Permittee in its organized recreational and sports programs to expand and enhance recreational opportunities for residents of the District.

RECITALS

- A. District owns and manages public parks and recreation facilities in the City of Camarillo, including the Community Center park property set forth in **Exhibit “A”**, known as the Community Center Park, which referred to herein by this name, or as the “**Park Property**”. This Agreement pertains only to the Community Center Park as set forth in **Exhibit “A”**, and not to any other District parks or recreation facilities.
- B. The parties desire to enter into this agreement whereby District will grant Permittee, on the terms and conditions specified herein, a Use and Maintenance Agreement for the use of the following related amenities: restrooms, sidewalk and a parking lot, and all District properties whose use is reasonably anticipated as part of this agreement (collectively, the “Premises”), at the Park Property during the term of this Agreement. Permittee desires to access the Premises to enhance and supplement Permittee’s use of athletic fields owned by a third party adjacent to the Premises.

In consideration of their mutual covenants, conditions, agreements, obligations assumed, and other considerations contained herein, the parties hereto agree as

follows:

1. Agreement Terms: Unless earlier termination occurs in accordance with Section 20, the initial term of this Agreement shall be ten (10) years (the "Initial Term"), commencing upon the effective date of the agreement between Permittee and Pleasant Valley School District ("PVSD") relating to Permittee's use of PVSD's fields adjacent to the Premises. Provided that Permittee is not in default with any of the terms and conditions herein, the parties may agree (but are not obligated) to extend the term of this Agreement for an additional ten (10) years on mutually satisfactory terms as set forth herein (the "Extended Term"). This Agreement will automatically terminate should the agreement between the PVSD and the Permittee terminate or upon the occurrence of something precluding the Permittee's ability to use the fields for longer than 1 year.
2. Permit to Use and Maintain: The District hereby grants to the Permittee a non-exclusive permit to use and maintain Facilities at the Community Center Park as further detailed in Sections 3 and 4 below. Use of the Premises at the Park Property by the Permittee shall be in strict accordance with the requirements and other provisions set forth in this Agreement. Permittee understands and agrees that the Facilities will be concurrently used by the District's officers, staff, agents, and invitees unless special arrangements for exclusive use have been approved in advance by the District. Permittee also understands and agrees that there may be times during the Term when it is not permitted access to the Facilities.
 - a. District Regulations: The Permittee (all references herein mean and include Permittee and its officers, agents, employees, contractors and invitees) shall use the Premises in compliance with all District ordinances, rules, regulations, and policies (Ordinance 8, General Use Policy). Any question whether the Premises are being used or maintained in accordance with District ordinances, rules, regulations and policies shall be determined by the District's General Manager in her sole discretion.
 - b. Operations and Permits: Permittee shall, for the conduct of Permittee's operations under this Agreement and at its sole expense, obtain and maintain in full force and effect throughout the Term and any extension thereof, any and all applicable permits and business licenses which may be required by any laws including without limitation, a City business license and its Non-Profit status. Failure to obtain or maintain any required license or permit, including the Non-Profit status, may be considered a material breach of this Agreement.
3. District's Responsibilities:
 - a. The District shall have sole responsibility for performing and maintaining all maintenance at the Community Center Park. The District shall

provide, as part of the normal maintenance: landscape maintenance and janitorial services and repair of the restroom building and parking lot.

- b. The District shall be responsible for reserving and coordinating restroom and parking usage at Park Property based on requests from Permittee as well as other users. The District, and the District only, will rent out park space, parking lots, and pavilions at the Park Property.

4. Miracle League 805 Responsibilities:

- a. The Permittee shall keep and maintain the Premises and areas nearby (restrooms, parking lot, common areas, etc.) in a clean, sanitary and orderly condition during and after its scheduled activities. All paper, waste materials, and other debris shall be picked up and properly disposed of on a regular basis by the Permittee.
- b. District will invoice Permittee monthly for all additional costs for cleaning or repair items due to Permittee's usage and/or damage to the Premises.
- c. **Seasonal Maintenance Payment.** In connection with Permittee's use of the Premises, Permittee shall pay District an annual fee a seasonal fee, payable bi-annually at the end of each season, due within 10 days of the invoice in advance without notice, demand, deduction or offset on or before the first day of July 1st and January 1st during the Term of this Agreement and any extended term. Rent for any period during the Term which is less than six months (6) months shall be prorated. Rent shall be paid to District in lawful money of the United States of America, at the District's offices, sent to the attention of the PVRPD Finance Department at the District's address in Section 17. All sums which may be due from Permittee under this Agreement are deemed "Rent". The Rent is intended to compensate the District for the costs incurred by District in connection with Permittee's use of the Premises arising from the capital costs for the use of the Premises and the increase in utility (water and sewer) and staffing and supply costs.
 - i. Costs will be reassessed by the District on an annual basis based on seasonal usage and costs related to the Premises incurred by the District.
 - ii. Seasons will be identified per item (e), below.
 - iii. The initial cost to be assessed to Permittee is \$10 per hr.
 - iv. Should Permittee disagree with the District's calculation of an increase in the costs for Permittee to use the Premises either party may terminate this Agreement.

Late Charge. If any Rent is not received by the District within ten (10) days of the due date, Permittee shall pay District an additional sum of

Fifty Dollars (\$50) as a late charge, which is agreed to represent a reasonable estimate of the costs incurred by Permittee on account of such delinquency. Acceptance of a late charge shall not constitute a waiver of Permittee's default with respect to the overdue amount or prevent District from exercising any of the other rights and remedies available to District.

- d. Bi-annual meetings, or more frequent meetings when needed, will be held as necessary during the Term of this Agreement to address any issues arising in connection with Permittee's use of the Premises.
 - e. Permittee will submit its usage request to the District 1st of each January during the Term for the following calendar year or as applicable in the District's General Use Policy if Permittee desires to have the first right to schedule the Premises as needed for Permittee's events. Permittee acknowledges and will schedule around the blackout dates identified in "**Exhibit B**". Included in the use request should be the following items:
 1. Recreation League – dates, times, estimated number of attendees, estimated number of vehicles
 2. Practice – dates, times, estimated number of attendees, estimated number of vehicles
 3. Tournaments – dates, times, estimated number of attendees, estimated number of vehicles
 - f. Permittee shall not sublease, rent, or reassign or share any part of its obligations or rights under this Agreement without the written consent of the "District". Violation of this provision is a material breach of this Agreement.
5. Default: If Miracle League 805 defaults in its performance of any provision contained in this Agreement, the District may exercise any and all remedies which may be available to the District pursuant to the law. If Miracle League 805 defaults or breaches this Agreement, Permittee shall have a period of thirty (30) days to remedy such breach or the District can terminate and exercise any remedy available to the District.
6. Development of Site or Modifications: During the term of this Agreement, all or a portion of the Premises (restrooms, parking lot, sidewalk) may require modification or development to meet the needs of the Permittee.
- a. In such event, all costs incurred in such work shall be borne by the Permittee without contribution from the District, unless the District agrees to share in the cost of the work.
 - b. All proposed modifications, improvements and/or additions, whether temporary or permanent, will require submission to the District's General Manager of document drawings and plans and specifications illustrating the proposed alterations prior to the commencement of any work being

performed. Such documents must be approved in writing by the District's General Manager before any work is undertaken. All work will be undertaken in compliance with any applicable state or local laws including building codes, prevailing wage laws and public works construction codes including those relating to bidding.

- c. In the event that an alteration is made by Permittee to the Premises, Permittee shall provide such faithful performance bonds, payment bonds, and labor and material bonds as District may reasonably demand and the terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the General Manager and/or his or her designee.
 - d. The District reserves for itself the right to inspect all such work. Accordingly, the Permittee shall plan and coordinate such work with the District to provide for such inspection. In the event the District inspectors determine that the work is not being performed in accordance with the plans and specifications approved by the District, the Permittee shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the District may, at its option, require termination of work on such modification or development, or District may correct such deficiencies and all costs so incurred shall be paid by the Permittee within ten (10) days after submission of an itemized statement.
 - e. In the event that a temporary or permanent alteration is made by Permittee to the Premises, Permittee shall be responsible for all maintenance of the alteration for the duration of this Agreement. When the Agreement terminates, the District may require the Permittee to remove the alterations and restore the Premises back to its original condition of the time of the initial Agreement.
 - f. If the Permittee undertakes any alterations of the Premises, Permittee agrees to indemnify, hold harmless, and defend the District with attorneys selected by the District
7. Damage and Repairs: The Permittee shall not commit any waste upon the Premises or any other property of the District, or any nuisance or other act or thing which may disturb use of nearby District property or facilities or patrons or disturb nearby privately owned or publicly owned property. Further, during such times as the Premises are used by Permittee under this Agreement, the Permittee (and its officers, representatives, members and invitees) shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Premises and adjacent property. In the event any District property or properties owned by others are damaged or destroyed as a result of use under this Agreement, the Permittee shall immediately

reimburse the District or the third party owner for the costs incurred in repairing said damage and restoring the property to its condition prior to said use and damage. The District may, at its sole option, upon application by the Permittee, permit the Permittee to repair such damage to the District's satisfaction rather than reimburse the District for its cost in having said damage repairs.

8. Supervision of Use: Whenever the Permittee is using District property including the Premises, the Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangements which have been made by the Permittee and the District for use of said Premises. It is specifically understood by Permittee that the District will not provide personnel to supervise or assist in the operation of the Permittee's activities. The District may monitor the use of the Premises under this Agreement to ensure that such use is consistent with this Agreement and the public interest. During all use under this Agreement, the Permittee and all individuals engaged in its programs shall respect and comply with the reasonable directions and requests of the District representatives relative to such use.

9. Advertisement and Displays: The Permittee shall not be permitted to place advertising signs on the Premises unless first approved by the District. Permittee may place approved signage in an approved location on District property on the morning of a Permittee event (near Brentley and Carmen). Permittee may also submit advertisement requests for the District marquee and activity guide per the Rate Sheet price. The District will determine the ultimate format, availability, and placement on the marquee or in the activity guide.

10. Insurance & Indemnification: The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Permittee (and its officers, representatives, members, employees, contractors and invitees) shall at all times conform its activities at the Park Property and on the Premises with all written guidelines provided by CAPRI, which Permittee shall review prior to the execution of this Agreement, and shall refrain from any activity which may limit or jeopardize the District's liability insurance coverage through CAPRI. Additionally, Permittee (on its behalf and on behalf of any contractors hired by Permittee to perform any services on the Premises) shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. Notwithstanding the foregoing, Permittee shall not be required to maintain workers' compensation insurance if Permittee has no employees and if Permittee submits a statement signed under penalty of perjury to the District's Manager that Permittee has no employees. For purposes of this paragraph, independent contractors are not employees.

All of the above policies of insurance shall be primary insurance. Copies of the required certificates of insurance must be provided to the District prior to the effective date of this Agreement. The general liability policy shall name the District's officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Permittee shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager.

Permittee agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Permittee may be held responsible for the payment of damages to any persons or property resulting from Miracle League 805 activities or the activities of any person or persons for which Permittee is responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

11. **Non-Discrimination:** Permittee shall not discriminate against any employee or customer for employment or access to District Properties because of race, religion, color, handicap, sex, or national origin.
12. **Independent Contractor:** It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Permittee to District is that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Permittee or its parties. Permittee is solely responsible for selecting the means, methods and procedures in connection with its use of the Premises. Permittee will supply all tools and instruments required to perform its services under this Agreement.

13. Control: Neither District nor its officers, agents, or employees and/or volunteers shall have control over the conduct of MIRACLE LEAGUE 805 or its parties except as herein set forth; and Permittee expressly agrees not to represent that MIRACLE LEAGUE 805 or any of its parties are the agents, servants, or employees of District.
14. Assignment: Permittee may not assign, transfer or otherwise alienate its rights and obligations pursuant to this Agreement without the prior written consent of the General Manager of the District. Violation of this provisions is grounds for termination.
15. Applicable Law: This Agreement shall be interpreted under and be governed by the laws of the State of California.
16. Intoxicating Beverages and Drugs: The Permittee shall not use, or permit to be used, in connection with its use of the Premises, any intoxicating beverages or drugs without the specific written approval of the District. District approval for the use of same shall be given only after a formal application has been made to the District, and that application has been thoroughly reviewed and evaluated. In the event the District approval is given for the use of intoxicating beverages in connection with the use of the Premises, the Permittee shall pay such additional charges and costs as shall be associated with such use; and the Permittee shall comply with all additional rules and regulations of the Districts applicable to such use.
17. Notices: All notices to be given under this Agreement shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the District as the following address:

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010
Attention: Mary Otten, General Manager

Notice shall be given to the Permittee at the following address:

The Miracle League of the 805
2310 Ponderosa Dr., Suite 21
Camarillo, CA 93010
Attention: MIRACLE LEAGUE 805 - President

18. Failure of Performance: If the Permittee fails to comply with any of the terms, conditions, provisions, or requirements of this Agreement, the District shall give written notice and the opportunity to cure said defects to the Permittee of

the violation of the terms and conditions of this Agreement. If the Permittee fails to cure such defects or fails to commence to cure such defects in a manner acceptable to the District within thirty (30) days following the District's notice of default, the District may, in its sole discretion, terminate this Agreement and all use of the Park Property by the Permittee.

19. Option to Extend: Provided that Permittee is not in default with any of the terms and conditions herein, the parties may agree (but are not obligated to) extend the term of this Agreement for an additional ten (10) years on mutually satisfactory terms as set forth herein (the "Extended Term"). At least one (1) year prior to the expiration of the initial term of this Agreement, the District shall be given written notice by Permittee that either (1) offers to begin negotiations leading to a possible extension, or (2) advises Permittee that its services will be terminated at the expiration of the initial term of this Agreement. In the event the District provides no such notice to Permittee, the parties agree that this Agreement shall terminate according to Section 1 above. In the event the District offers to negotiate, then a new agreement shall be approved by the District and Permittee within ninety (90) calendar days from the date of the District's written offer, or this Agreement shall expire at the end of its initial term without extension.
20. Termination: "**Force Majeure**" means an event beyond the control of the District and the Permittee, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:
 - 1.1 an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 - 1.2 war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - 1.3 rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - 1.4 riot, commotion, strikes, go slows, lock outs or disorder; or
 - 1.5 acts or threats of terrorism.
 - 2.1 Consequences of Force Majeure Event: In the event the Premises are destroyed or so damaged by fire or other casualty or act of God or impacted by a Force Majeure Event as to be rendered unusable for a period of one (1yr) or longer, this Agreement shall terminate.
21. Possessory Interest: Permittee shall be solely responsible for all possessory interest, sales or property taxes that may be assessed in connection with Permittee's use or possession of the Premises.
22. Non-Exclusive Use: Permittee agrees that the right to use the Premises is nonexclusive and the District hereby reserves and retains the right to make and allow any permitted use of the Premises.
23. Additional terms and conditions of this Agreement are set forth in Exhibits "A" and "B" which are attached hereto and by this reference incorporated herein.

24. Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement and bind each respective Party.

DISTRICT:

**Pleasant Valley Recreation and
Park District**

By: _____
General Manager

Date: _____

ATTEST: _____
Clerk of the Board

PERMITTEE:

Miracle League 805, a California
non-profit 501(c)(3) Public Benefit
Corporation

By: _____
Name:

Title: _____

By: _____
Name:

Title: _____

EXHIBIT "A"

**COMMUNITY CENTER PARK –
1605 E Burnley Street, Camarillo CA 93010**



EXHIBIT "B"

BLACK OUT DATES

EVENT	DAY
Rummage Sale	2 nd Saturday in April
Easter Eggstravaganza	Saturday before Easter (2020 - April 11; 2021- April 3; 2022- April 16)
Food Truck Festival	Saturday before Memorial Day (2020 - May 23 rd ; 2021 - May 29 th ; 2022 - May 28 th)
Camp Out	3 rd Friday in August
Rummage Sale	2 nd Saturday in October
Halloween in the Park	October 31 st
Camarillo Christmas Parade	2 nd Saturday in December

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager

DATE: September 4, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
LEACH MOUNCE ARCHITECTS FOR THE DESIGN
AND CONSTRUCTION PLANS FOR THE AQUATIC
CENTER SHOWERS REMODEL**

SUMMARY

The Pleasant Valley Recreation and Park District Board of Directors approved and authorized the General Manager to issue a Request for Proposals (RFP) from experienced architectural firms to prepare the design concepts and construction documents for the Aquatic Center showers remodel.

BACKGROUND

In 2013 the District Board developed a 5-year Capital Improvement Plan (2013-2018) which included facilities and parks that would require modification. Staff is currently working on updating this Capital Improvement Plan as the document will include a comprehensive listing of planned and projected capital project needs for the future.

Staff identified this Capital Improvement Project in the FY 2019/2020 budget which was approved by the District Board on July 3, 2019. In addition, the Board of Directors approved the budget for Fund 30, which is comprised exclusively of Quimby fee revenues and identified the Aquatic Center shower remodel design construction project as an item to be funded from Fund 30 in the amount of Five Hundred Thousand Dollars (\$500,000).

On July 29, 2019, the District Board of Directors held a special meeting and approved the publication of a Request for Proposals for designing the showers, dressing rooms, restrooms and heaters for the Aquatic Center. At the FY 2019/2020 budget workshops, staff presented to the Board their Capital and Quimby projects for the coming year. One of the projects that was brought up to the Board was the re-modeling of the showers and dressing rooms at the Aquatic Center.

The Aquatic Center was built in 1969. The pool is one of the most frequently used facilities in the District and is open seven (7) days a week and about 15 hours a day with approximately 89,500 patrons (on average) for the last three (3) years. This facility was remodeled in the late 1980's with work completed in the front office, lobby, dressing rooms, restrooms, showers and the pool. In 2006, the lobby/front desk was re-designed to accommodate ADA requirements. The envelope (pool area) has been upgraded throughout the years with the latest upgrades being last year with the fiberglass shell installation and the replacement of the metal structure for the slide.

ANALYSIS

At 2:00 pm, August 15, 2019 all proposals were due. This RFP ran in the newspaper for two weeks and the turn-around time was tight due to the timing of the project start and end dates. This project will cause the pool to close and staff wants to ensure it reopens for the late spring and/or early summer sessions which tend to be the heavier user months.

One proposal was received and evaluated by staff utilizing the following criteria:

1. Breakdown of work to be performed
2. Description of the proposed schedule and the approach used to organize and prepare for the project
3. History of similar projects completed within the last two years, including cost and client contact information
4. Provide a minimum of three (3) references including services provided, name of agency, and contact person

This resulted in staff recommending Leach Mounce Architects. The proposal by Leach Mounce is included as Attachment 1. Their proposal successfully satisfied all the criteria set out in the RFP to include similar projects, expertise of its key professional staff, explanation of deliverables and overall proposal. The District has contracted with Leach Mounce Architects for the Valle Lindo Park project and has been pleased with their performance and responsiveness.

	Leach Mounce Architects
Bid Amount	\$61,990

The purpose of the Architectural Services Firms is to prepare the design concepts and construction documents for the Aquatic Center showers and dressing rooms. The architectural firm will redesign the current showers and dressing rooms to include the following key components:

- 1) Window and door that goes from the dressing rooms to the restrooms and shower
- 2) Showers for privacy stalls
- 3) Metering valves on the showers
- 4) Install new drains to every shower
- 5) Install GFI (ground fault interrupters) into the dressing rooms
- 6) Design a countertop below the GFI's in the dressing rooms
- 7) Remove and replace all the tile in the restrooms and showers
- 8) Move the ADA stalls to the dressing rooms
- 9) Incorporate a new heating system that will be energy efficient

SCHEDULE OF DELIVERABLES:

A. Pre-Design & Programming (Phase A)

1. Project will be scheduled once signed contract has been received.
2. An Architectural Program and Preliminary Schedule within an estimated two weeks of scheduled date.

B. Schematic Design & Concept (Phase B)

1. Schematic site plan, floor plans, sections and elevation drawings to be provided to client within an estimated one to two weeks of a confirmed Architectural Program by client.

2. To-scale presentation drawings to be provided within an estimated two weeks of an approved Schematic Design option by client.

C. Discretionary Permit Processing (Phase C)

1. Drawings, documents and exhibits described in Phase C scope of work above to be submitted to the City of Camarillo Planning Department within an estimated two to three weeks of completion of Phase B.

2. Approximately thirty to forty-five (30-45) days is assumed for City of Camarillo Planning Department's first review.

3. Revised drawings, documents and exhibits per City of Camarillo Planning Department's first review comments to be provided within an estimated two weeks of receipt of an incompleteness letter, provided no new scope items are required and/or requested.

D. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the City of Camarillo Building & Safety Department within an estimated six weeks from receipt of Planning Approval from the City of Camarillo.

2. Approximately ten days is required for the City of Camarillo first Plan Check process.

3. Revised drawings, documents and exhibits per City of Camarillo plan check corrections to be provided within two weeks of receipt of corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.

E. Construction Contract Procurement (Phase F)

1. Approximately four to six weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

F. Limited Construction Contract Administration (Phase G)

1. Approximately two months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

FISCAL IMPACT

The District allocated \$500,000 from Quimby funds for this project; these funds were designated in the FY 2019-2020 budget. The cost for the design and plans would be a total of Sixty-One thousand, Nine hundred and Ninety dollars (\$61,990).

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to enter into a professional services agreement between the District and Leach Mounce Architects for the design and construction plans for the Aquatic Center Showers and Restrooms for \$61,990.

ALTERNATE RECOMMENDATION

Alternatively, the Board may reject the bids received and authorize staff to reissue the RFP for design and construction plans for the Aquatic Center project.

ATTACHMENTS

- 1) Leach Mounce Architects Proposal (24 pages)
- 2) Professional Agreement (15 pages)



Pleasant Valley Recreation and Park District
Bob Cerasuolo, Park Services Manager
1605 E. Burnley Street
Camarillo, CA 93010

August 15, 2019

Proposal for Architectural Services for Remodel of Showers, Dressing Rooms,
Restroom and New Heating System at the Aquatic Center



San Mateo Police Headquarters, CA



Stockton Police Dispatch Center, CA



Santa Clara Police Headquarters, CA
911 Addition



LEACH MOUNCE ARCHITECTS
architecture planning interiors

Prepared by: Howard Leach, AIA
Leach Mounce Architects
1885 Knoll Drive
Ventura, CA 93003
805.656.3522

howard@leachmouncearchitects.com
www.leachmouncearchitects.com

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August 15, 2019

Bob Cerasuolo
Park Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

Re: Proposal for Architectural Services for Remodel of Showers and Dressing Rooms
and New Heating System at the Aquatic Center

Members of the Selection Committee:

Leach Mounce Architects (LMA) has a strong interest in the referenced project. LMA has more than 50 years of experience in public facility architecture and have designed 175 both new and remodeled public safety facility locker rooms as part of these projects. We understand the need and the specialized design features of locker rooms. We have specified and detailed lockers from all of the major locker manufacturers such as Tiffen, Spacesaver and Montel and we have a relationship with each.

The following statement of Qualifications details our background, experience, approach, schedule and organization to accomplish a successful delivery of the Aquatic Center Shower/Locker Room project. We are aware of the importance this project has for the PVRPD and the critical need for the right people to do it.

We would welcome an opportunity to discuss this project and our firms qualifications with you at an interview. If further information is needed please contact me Howard Leach, via email at howard@leachmouncearchitects.com or by phone at (805)656-3522.

Sincerely,

A handwritten signature in black ink that reads 'Howard E. Leach'.

Howard E. Leach, AIA, CSI

Leach Mounce Architects
1885 Knoll Drive
Ventura, CA

1. Work Plan

The following work plan describes the tasks Leach Mounce Architects (LMA) will do to achieve a successful project. The task descriptions are followed by a chart section 4 showing the hours and cost that will be dedicated to each task by the staff and subconsultants assigned to the project. LMA will apply our quality control, schedule control and cost control procedures at each phase of the work plan.

1.1 SCHEMATIC DESIGN

1. **Kick off Meeting and Interviews** LMA will conduct a meeting with the PVRPD steering committee and the LMA design team to discuss the project goals, challenges and opportunities to enhance the locker room/shower room function by better design, security, durability and appropriate amenities. Additional interviews will be conducted as needed. Also to assist in determining what temporary facilities may be needed during construction.
2. **Review spaces to be remodeled** Spaces to be renovated will be photo documented with listings of deficiencies, power, lighting, quantity and sizes of lockers existing and needed. Notes will be taken on ideas for improving the restrooms and locker rooms. Existing dressing rooms will be revised to add more showers and counter space. Privacy walls will be planned for the shower areas.
3. **As built Drawings** As-built drawings will be examined and spaces measured if necessary to accurately establish the base layout for revision and renovation of the facilities.
4. **California CBC, ADA and Title 24 Standards** The existing facilities will be reviewed for non conformance to these and other codes and standards to establish a codes and standards deficiency list.
5. **Review selected Lighting and Plumbing Fixture Manufacturer Requirements** Selected lighting and plumbing fixture specifications, literature and samples will be reviewed and compared to achieve the best fit for the Aquatics Center's needs.
6. **Preliminary Shower/Dressing Room Layouts** Restroom layouts will be prepared for review and discussion with the Steering Committee based on previous tasks 1.1 through 1.5. All existing tile will be replaced in restrooms, dressing rooms and showers. Based on input from the Steering Committee, Design Team and Building Department and information generated by the previous tasks LMA will refine and update the floor plan layouts. LMA will present the Schematic Design package to the Steering Committee and make appropriate changes in response to comments. ADA showers will be relocated to the dressing rooms.
7. **Initial Building Department Meeting** LMA will meet with the Building Department plan checker to determine what issues may require special attention to resolve during design.
8. **ADA Details/Requirements** Restrooms, locker rooms fixtures and accessories have many specific requirements for access, maneuvering room and reach that must be fulfilled. LMA will make sure that the standards are met on the schematic design drawings.
9. **Schematic Design Cost Estimate** A construction cost estimate with an appropriate contingency will be done.
10. **Client Meeting/Review** LMA will incorporate comments, suggestions and requests from the Steering Committee and also from the LMA design team into the layouts.

1. Work Plan

1.2 Design Development

1. **Architectural Floor Plans** LMA will do the detailed Design Development floor plans for the facilities.
2. **Interior Elevations** LMA will do detailed restroom and locker room interior elevations.
3. **Color and Material Sample Board** LMA will prepare a board mounted display of wall coverings, tile, flooring and paint colors. LMA will prepare three copies, one for client, one for contractor and one for LMA.
4. **Electrical Design** LMA's Electrical sub consultant will do the electrical and lighting design for the project. GFI electrical outlets will be added above new counter tops.
5. **Plumbing Design** LMA's Plumbing sub consultant will do the plumbing design for the restrooms, showers and floor drains. Floor drains will be installed for every shower. Metering valves will be installed. Trough sinks will be planned as an alternative for both restrooms.
6. **Mechanical Design** LMA's Mechanical sub consultant will do the design for the facilities. The existing heating system will be replaced by an energy efficient system.
7. **Outline Specifications** LMA will do Design Development specifications including architectural finishes, toilet partitions, cabinetry, lighting, plumbing fixtures, paint and restroom accessories.
8. **Cost Estimate** LMA will do a Design Development estimate of cost including any appropriate add or deduct alternates if needed.
9. **Client Meeting / Review** LMA will present the Schematic Design package to the Steering Committee and make appropriate changes to update the plans in response to comments.

1.3 CONSTRUCTION DOCUMENTS

1. **Final Restroom Plans** Based on the approved plans LMA will prepare the final floor plans ready for Building Department plan check.
2. **Final restroom Details** LMA will detail the dressing room, shower room and restrooms with the required fixtures, cabinetry, partitioning, accessories and ADA standards.
3. **Final Plumbing Plans and Details** Plumbing subconsultant will provide detailed plumbing plans, fixture schedule and details ready for Building Department plan check.
4. **Final Mechanical title 24** Mechanical sub consultant will provide detailed Title 24 energy calculations ready for Building Department Plan check.
5. **Final Electrical Plan and Details** Electrical sub consultant will provide detailed electrical power and lighting plans, panel schedules, fixture schedules details and Title 24 lighting calculations ready for Building Department plan check.
6. **Final Specifications and Bid Documents** LMA will prepare detailed technical specifications in CSI format and incorporate the PVRPD's legal instructions to bidders, general conditions, bonding requirements and other standard contract exhibits needed for bidding.
7. **Client Review and Building Department Plan Check** LMA will process the project through the Building Department Plan Check, make the required corrections and resubmit for back check. During the plan check LMA will also process review by all relevant reviewing agencies.

1. Work Plan

8. Cost Estimate LMA will do the final cost estimate after all input from the PVRPD and the Design Team is considered and incorporated.

1.4 BIDDING

- 1. Pre Bid Meeting** LMA will attend pre bid meeting to assist in answering questions. Bidding will meet prevailing wage requirements.
- 2. Addenda** LMA will issue addenda and responses to RFI's during the bid phase.
- 3. Bid Analysis** LMA will assist the City in analyzing the bids and determining the successful bidder.

1.5 CONSTRUCTION ADMINISTRATION

- 1. Construction Meetings** LMA will attend a preconstruction meeting and regular on site construction meetings bi-weekly during construction and as required to handle any urgent situations. Engineering subconsultants will do site visits at times when appropriate for their specialized work. Reports will be written and distributed for each meeting.
- 2. Construction Quality and Schedule** LMA will report any construction defects, deviation from plans or lapses in schedule seen during the site visits.
- 3. RFI's** LMA will respond to RFI's issued by the Contractor within 10 days from the date they are received by LMA. LMA will maintain an RFI log with responses.
- 4. Change Orders** LMA will assist the PVRPD in the analysis and evaluation of change orders proposed by the Contractor or change directions proposed by the City. We will make recommendations regarding validity, cost and schedule for any proposal changes to the contract amount or contract timeline. LMA will then prepare required documents and maintain a change order log.
- 5. Submittals, Shop Drawings and Request for Substitution** LMA will review for conformance to the contract documents, respond within 10 days with recommendations and maintain a log.
- 6. Progress Payment Applications** LMA will review, assess and make recommendations monthly to the PVRPD on site representative.
- 7. Punch List** When the Contractor states the project is substantially complete LMA with subconsultants and the city on site representative will conduct a comprehensive on site review of the work and make a punch list of all noted deficiencies. LMA will verify that all punch list items have been satisfactorily completed before recommending approval of final payment to the contractor.
- 8. Warranties and Maintenance Manuals** All documents required by the construction documents will be delivered by the contractor, verified by LMA and delivered to the City.
- 9. Record Drawings** LMA will review contractors as-built mark ups, drawings and notes monthly during the course of the construction and at the end of the construction prepare Record Drawings incorporating the contractor's as built drawings, addenda, RFI's and change orders delivered to the city within 30 days of receiving the contractors as built drawings.

2. Relevant Experience

2.1 Monterey Park Police Locker/Shower/Restroom Facilities

Remodel and Restoration (see plan & further details 2.2.1)

Cost: \$1,184,000 estimated

Contact: Captain Steve Coday, Project Manager
626.307.1203

SCoday@montereypark.ca.gov

Status: Through plan check, ready for bid and construction.

2.2 City of Ventura Bus Depot Restrooms

Remodel and Restoration (see illustrations and further details 2.2.2)

Cost: \$133,000

Contact: Julie Santia, Project Engineer
805.658.4791

jsantia@ci.ventura.ca.us

Status: Completed 2017

2.3 City of Ventura Marina Park Restrooms

New construction (see illustrations and further details 2.2.3)

Cost: \$178,000

Contact: Julie Santia, Project Engineer
805.658.4791

jsantia@ci.ventura.ca.us

Status: Completed 2016

2.4 City of Camarillo Police Department Staff Restrooms

Remodel and Restoration

Cost: \$250,000 estimated

Contact: Sgt. Cecil Valenti
805.388.5172

email Cecil.Valenti@ventura.org

Status: Project has building permit and is ready for bidding.

2.5 City of Beverly Hills Police Department Women's Locker /Shower/Restroom

Remodel and Restoration

Cost: \$490,000 estimated

Contact: Mandana Motahari, City Architect
310.288.2866

mmotahari@beverlyhills.org

Status: Bidding

2.6 Pleasant Valley Recreation and Park District Valle Linda Park Restroom

Remodel and Restoration

Cost: \$400,000

Contact: Bob Cerasuolo, Park Services Manager
805.482.5396

bbc@pvrrpd.org

Status: Under construction

2. Relevant Experience

2.7 City of Ventura Arroyo Verde Park Restrooms

New construction (see illustration and further details 2.2.7)

Cost: \$215,000

Contact: Julie Santia, Project Engineer
805.658.4791
jsantia@ci.ventura.ca.us

Status: Completed 2004

2.8 City of Ventura Blanche Reynolds Park Restrooms

New construction (see illustration 2.2.8 for further details)

Cost: \$279,000

Contact: Park Department
805.652.4550

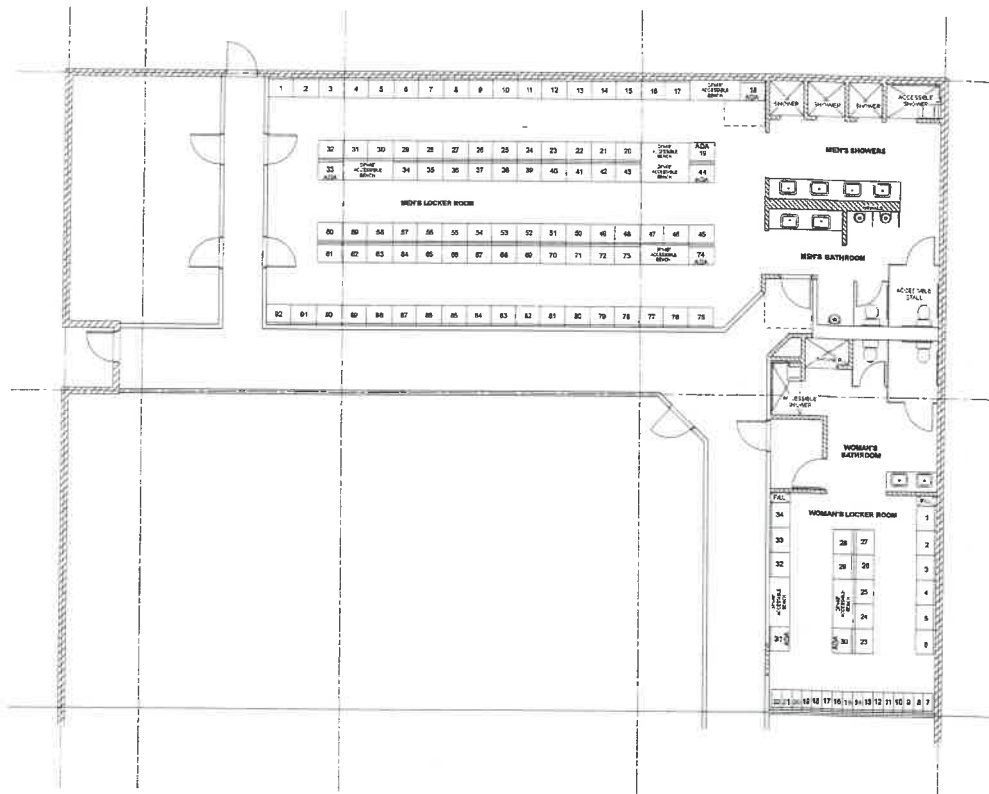
Status: Completed 2002

2. Relevant Experience



2.2.1 Monterey Park Police Department Locker Room/Restroom Remodel

Monterey Park, CA



1. PROPOSED FLOOR PLAN
1/4"=1'-0"

Size:
2,300 sf

Estimated Remodel Cost:
\$1,184,000

Completion Date:
February 2019, approximately

Scope of Services:
Remodel Design and Construction Administration

Architect
Leach Maunce Architects

Principal-In-Charge
Howard Leach

Project Manager
Matt Huntington

Contacts:
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Captain Steven Coday
Project Engineer
626-307-1203

Consultants:
Mechanical and Plumbing
Turpin & Rattan Engineering

The Monterey Park Police Facility Locker Room/Restroom Remodel upgrades lockers and layout for better access and more ergonomic lockers. In both Men's and Woman's existing locker rooms the accessibility to typical lockers was difficult at best, the addition of modern Police lockers and a revised layout provided easier access and more space to maneuver. The lockers themselves have interior electrical outlets, an integral seat and pull out foot locker. Each of the Men's and Woman's attached restrooms are completely redesigned to integrate better with the locker-room and meet all ADA accessibility requirements. Each restroom includes multiple showers and private drying areas. The upgrade also includes new flooring in the locker room's and new tile flooring in the restrooms.

2. Relevant Experience



Size:
400 sf

Estimated Remodel Cost:
\$138,600

Completion Date:
February 2017 approximately

Scope of Services:
Full Remodel Design and
Construction Administration

Contacts:

City of San Buenaventura
501 Poli Street
Ventura, CA 93002

Julie Santia, Project Engineer
805-658-4791

Consultants:

Mechanical and Plumbing
AEGroup Mechanical Engineers,
Inc.

Electrical Engineer
Craig Hood & Associates

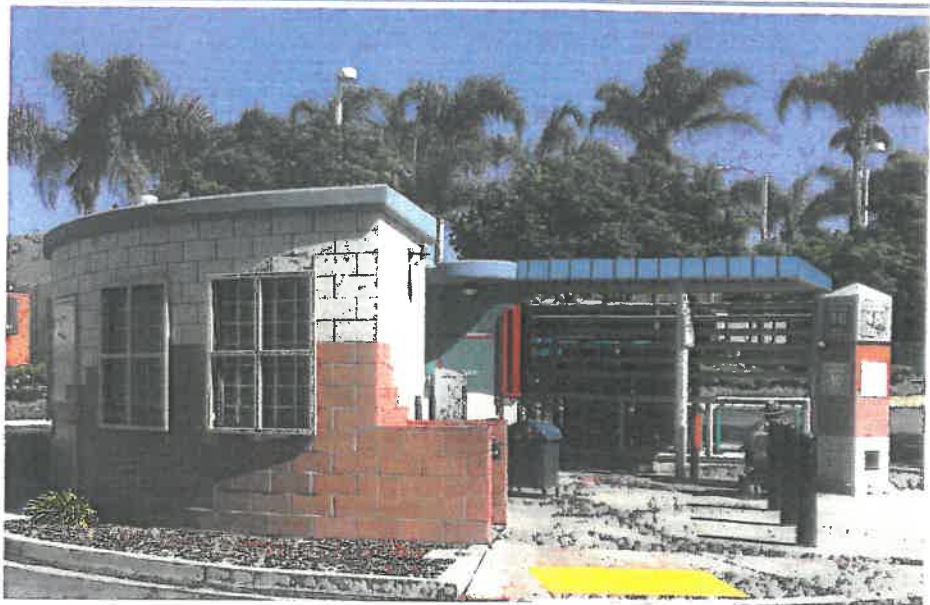
Structural Engineer
Ehlen, Spiess & Associates

Architect
Leach Mounce Architects

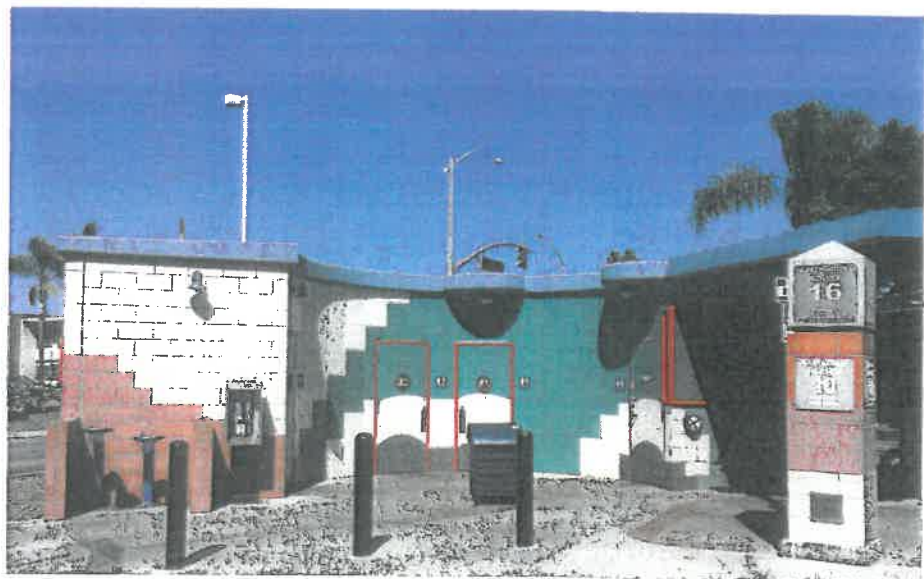
Principal-in-Charge
Howard Leach

Project Manager
Matt Huntington

2.2.2 Bus Depot Restroom Ventura, CA



The Ventura Transportation Center was completed in 2002 by Artist Dennis Oppenheimer. Leach Mounce Architects was selected to re-design the restrooms at the center. Due to constant vandalism the decision was made to reduce the unisex restrooms by one and re-allocate the remaining two to Men's and Woman's restrooms. The entry doors were then redesigned to be open gates to be unlocked and open during business hours. This meant that sight lines needed to be reviewed and metal partitions installed to provide privacy. All plumbing fixtures are penal quality stainless steel, light fixtures are impact resistant and the interior finish includes anti-graffiti paint.



2. Relevant Experience



Size:
500 sf

Construction Cost:
\$178,000

Completion Date:
August 2016

Scope of Services:
Full Design and Construction
Administration

Contacts:

City of San Buenaventura
501 Poli Street
Ventura, CA 93002

Julie Santia, Project Engineer
805-658-4791

Consultants:

Mechanical and Plumbing
AEGroup Mechanical Engineers,
Inc.

Electrical Engineer
Turpin & Rattan Engineering, Inc.

Structural Engineer
Orion Structural

Architect
Leach Mounce Architects

Principal-In-Charge
Howard Leach

Project Manager
Matt Huntington

2.2.3 Marina Park Restroom

Ventura, CA



The Marina Park Restroom is located on the beach in Ventura and replaces the existing beach restroom. The Woman's restroom includes three stalls and one lavatory and the Men's has one stall and two urinals. All plumbing fixtures are stainless steel and of penal quality. Exterior walls are a custom colored concrete block with wood roof framing and louvers on top of the walls. The roof is standing seam and each restroom has three solar tube skylights to provide natural light into the space. The skylights also include integral lighting set on a photo cell to provide light in the evenings. The materials used were selected to match the rigorous weather at the beach and compliment the adjacent park.



2. Relevant Experience



Size:
340 sf

Construction Cost:
215,000

Completion Date:
April 2004

Scope of Services:
Full Design and Construction Administration

Contacts:

City of San Buenaventura
501 Poli Street
Ventura, CA 93002

Julie Santia, Project Engineer
805-658-4791

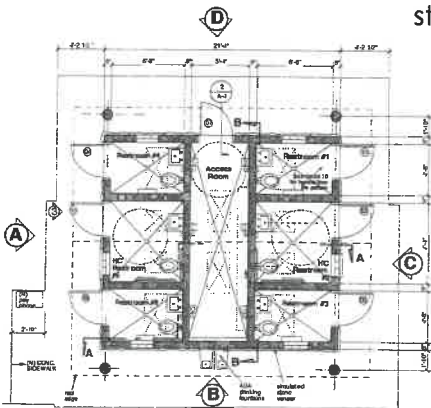
Michael Lapraik, Engineer
805-658-7828

Michael Montoya
Parks Manager
805-652-4552

2.2.7 Arroyo Verde Park Ventura, CA



The Arroyo Verde Park Restroom consists of six unisex Restrooms (two of which are accessible) and an Access Room for housing plumbing and electrical conduits. The building incorporates design strategies to minimize electrical power usage and simplify maintenance. A cast stone facade was specified to discourage graffiti as well as blend and compliment the structure against the unique, woodlands setting.



Restroom Plan



Architect
Leach Mounce Architects

Principal-in-Charge
Howard Leach

Project Architect
Judy Hoewisch

Landscape Architect
Kathie Kotler

Leach Mounce Architects

Proposal for Architectural Services for the Pleasant Valley Recreation and Park District Aquatic Center

2. Relevant Experience



Size:
340 sf

Construction Cost:
279,000

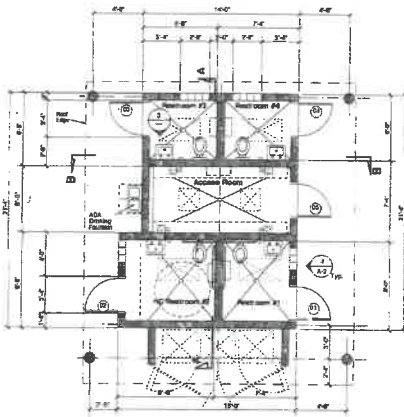
Completion Date:
September 2002

Scope of Services:
Full Design and Construction Administration

Contacts:
City of San Buenaventura
336 Sanjon Road
Ventura, CA 93002

Alison Sweet, Project Engineer
Jay Spurgin, Engineer
805-658-4791

Michael Montoya
Parks Manager
805-652-4552



Restroom Plan

Architect
Leach Mounce Architects

Principal-In-Charge
Howard Leach

Project Architect
Judy Hoewisch

Landscape Architect
Kathie Kotler

Leach Mounce Architects

2.2.8 Blanche Reynolds Park Ventura, CA



Set in a residential neighborhood, the Blanche Reynolds Park Project incorporates four unisex restrooms (one of which is accessible), as well as picnic tables, bleachers for viewing baseball games, and outdoor vending machines. Leach Mounce Architects worked closely with the City to provide attractive landscaping which would be easily maintained by Parks Services. The City requested design strategies which would minimize power usage, discourage graffiti, incorporate durable finishes and provide ease of maintenance. Exterior finishes were selected to reflect the surrounding neighborhood.



3. References

3.1 **City of Ventura Bus Depot Restrooms**

City of Ventura Marina Park Restrooms

City of Ventura Arroyo Verde Park Restrooms

Services provided by LMA were complete architectural and engineering through all phases from design through construction administration for all three projects.

Contact: Julie Santia, Project Engineer
805.658.4791
jsantia@ci.ventura.ca.us

3.2 **Monterey Park Police Locker/Shower/Restroom Facilities**

Services provided by LMA are complete architectural and engineering through all phases from design through construction administration. The project is completed through Building Department plan check ready for Bid.

Contact: Captain Steve Coday, Project Manager
626.307.1203
SCoday@montereypark.ca.gov

3.3 **City of Beverly Hills Police Department Women's Locker /Shower/Restroom**

Services provided by LMA include construction documents working with the City's schematic plan. The project is underway and is in the bidding phase. LMA has completed several projects for the Beverly Hills PD including a new 911 center, EOC, crime lab and a recent study to reconfigure, renovate and add to the entire building to accommodate 20 year needs.

Contact: Mandana Motahari, City Architect
310.288.2866
mmotahari@beverlyhills.org

4. Scope of Work, Hours and Cost (separate sealed envelope)

4. Scope of Work and Cost (See section for detailed description of scope of work)

Task Assignments	Architectural			Mechanical Engineer / Electrical done by LMA			Totals
	HL	SA	Subtotal	Mechanical & Plumbing	Electrical	Subtotal	
1. Kick off Meeting & Interviews	2	2	4	2	2	4	8
2. Review Spaces to be Remodeled	1	1	2	1	1	2	3
3. Review As Built Drawings	1	1	2	1	1	2	3
4. ADA & Title 24 Standards	2	2	4	1	1	2	3
5. Lighting & Plumbing Fixtures	4	8	12	1	1	2	4
6. Preliminary Shower/Dressing Room Layouts	1	1	2				2
7. Initial Building Dept. Meeting	2	2	4				4
8. ADA Details/Requirements	1	1	2				2
9. Schematic Design Cost Estimate	2	2	4				4
10. Client Review Meeting	2	2	4				4
Subtotal Hours	11	23	34	6	4	10	46
2. Design Development							
1. Architectural Floor Plans	1	8	9				9
2. Interior Elevations	1	4	5				5
3. Color & Material Sample Board	2	16	18				18
4. Plumbing Plans	1	1	2	10		10	11
5. Electrical Plans	1	1	2		6	6	7
6. Mechanical	1	1	2	12		12	13
7. Specifications	4	4	8				8
8. Cost Estimate	2	2	4				4
9. Client Review Meeting	2	2	4				4
Subtotal Hours	7	25	32	22	6	28	64
3. Construction Documents							
1. Final Architecture Plans	4	16	20				24
2. Final Restroom Details	2	8	10				10
3. Final Plumbing Plans & Details	2	2	4	16		16	18
4. Final Mechanical Title 24	2	2	4	14		14	16
5. Final Electrical Plans, Details & Title 24	2	2	4	2	8	10	12
6. Final Specification & Bid Documents	4	4	8	2	2	4	14
7. Client Review & Bldg. Dept. Plan Check	1	8	9				9
8. Cost Estimate	1	8	9				9
Subtotal Hours	11	46	57	32	10	42	115
Subtotal Design	29	94	123	60	20	80	245
4. Bidding	5,220	15,040	20,260	9,000	3,000	12,000	37,400
1. Prebid Meeting	2	4	6				6
2. Addenda	2	4	6	2	1	3	11
3. Bid Analysis	4	16	20	2	1	3	23
Subtotal Hours	4	16	20	2	1	3	23
5. Construction Administration							
1. Construction Meetings	4	12	16				16
2. Construction Quality & Schedule	4	8	12				12
3. RFIs	4	24	28				28
4. Change Orders	4	8	12				12
5. Submittals, Shop Drawings & RFS	4	8	12	2	2	4	12
6. Progress Payment Applications	4	4	8				8
7. Punch List	8	8	16				16
8. Warranties & Maintenance Manuals	8	8	16				16
9. Record Drawings	8	8	16				16
Subtotal Hours	12	88	100	14	4	18	134
Subtotal Bid & Construction	16	104	120	16	5	21	157
Total Hours	45	198	243	2,400	750	3,150	24,590
Total Cost	8,100	31,680	39,780	11,400	3,750	15,150	\$61,990

Leach Mounce Architects Personnel
 1885 Knoll Drive
 Ventura, CA 93003
 805.656.3522

HL Howard E. Leach, AIA
 Principal-in-Charge
 Matthew Huntington, LEED AP
 Project Manager
DL Donna Leach
 Interior Designer
SA Sondra Andrade
 Computer Graphics

Moon Engineering, Inc.
PLUMBING
 1304 East Main Street, Suite F
 Ventura, CA 93001
 805.653.5215

TM Timothy R. Moon
 Principal Engineer
JC James M. Camp
 Project Designer

Prepared by: Leach Mounce Architects
 Checked by: [Name]
 Approved by: [Name]
 Date: [Date]

5. Organization, Management and Schedule

5.1 Organization LMA's work plan organizes the work ahead of the actual design effort. We design the actual design process by means of check lists, "cartoon sets" of the drawings to be developed, a list of the challenges to be resolved and the opportunities to be leveraged for the client.

5.2 Management LMA's management approach shares the work plan tailored to the specific project with LMA staff and with the engineering subconsultants. The work plan organization, the schedule, cost control, schedule control and quality assurance are all part of LMA's management system used throughout the course of the project.

1. Cost Control

In-house cost estimating is one of LMA's unique resources. Specializing in public facility architecture has enabled LMA to develop exceptional knowledge of the costs specific to public facility architecture. We are able at a very early stage in the design process to provide realistic cost estimates that include public facility specialty items before they show up in contract drawings.

Because we have in-house cost estimating we also can provide quick cost impact options when changes to the plans are proposed. When appropriate we do value engineering (VE) to provide the most cost effective materials and systems, keeping in mind that an emergency operations facility can endure wear and tear 24 hours/day for several days compared to 8 hours for standard office hours. We also do small informal VE studies during the design process to keep the project within the budget. When appropriate we provide add and deduct bid options to give our client opportunities to fit the cost to the budget.

2. Schedule Control

LMA keeps a project on schedule by first developing with the design team and the District's Steering Committee a realistic critical path schedule including review periods by all reviewing agencies and stakeholders. Then second by informing all members of the design team and finding out what they need and when in order to meet the schedule. The third element is monitoring the progress of all who are providing input and work product to make sure they are on the time line required to deliver on schedule.

LMA also flags critical items that have a long lead time such as generators, communications workstations and specialized security monitoring and alarm systems that may become obsolete or difficult to get during the design process.

3. Quality Assurance

LMA will do a rigorous quality assurance (QA) process. The major areas that our process covers are:

1. Disciplines Coordination

LMA maintains a quality assurance system using the U.S. Navy "Redicheck" system for disciplines coordination in conjunction with LMA's own checklist developed from similar projects. We use staff who have not worked on the project to get a fresh set of eyes during review. We have also hired our colleagues in other architectural firms in the past for review of larger projects. This portion involves the Mechanical, Electrical, Plumbing, Structural and Civil engineers with the big effort being to eliminate conflicts between systems and between structure and MEP systems. LMA's adoption of Building Information Modeling (BIM) which shows all the building systems in 3D and flags conflicts has advanced the art greatly during the past few years.

2. Client Needs

These are established in the pre-design phase by the needs assessment and space program. Any changes to the needs assessment after its approval are carefully documented in an attached log. The needs assessment and the change log then become the checklist for the "client needs" portion of the QA throughout the design and construction phases.

3. Errors and Omissions Checklist

LMA maintains checklists for errors and omissions on each of the projects we do. Our goals are to never make the same mistake twice and to make each project better than the last.

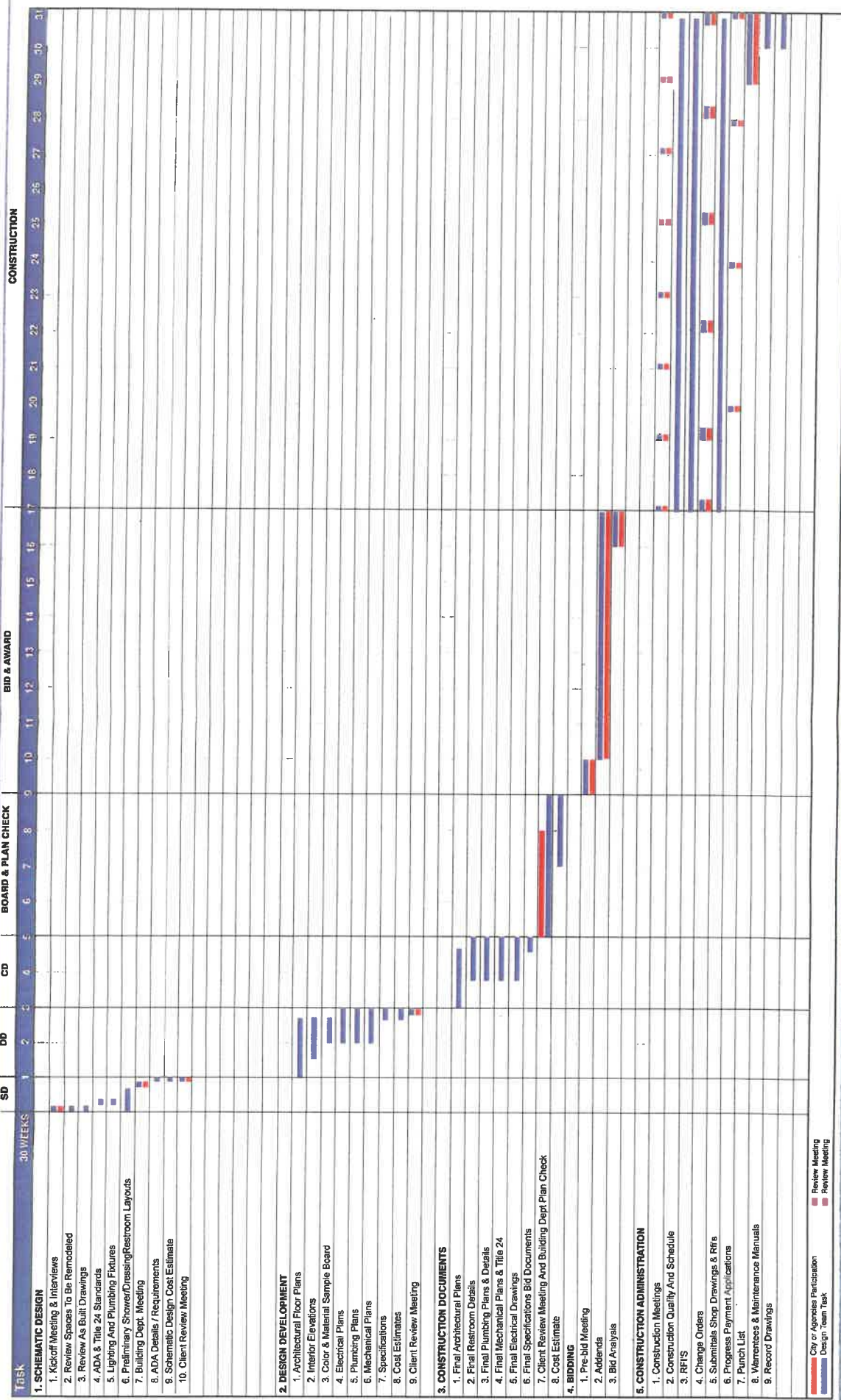
4. Constructability

This is the type of plan check that is often done by a building contractor hired separately by the building owner or developer. Such items as roof and flashing details, waterproofing, door and window details, manufacturer's materials and equipment standards are all examined for feasibility of acquisition, cost and construction. LMA also performs this type of plan check as part of the QA process.

5. Building Codes and Standards Plan Check

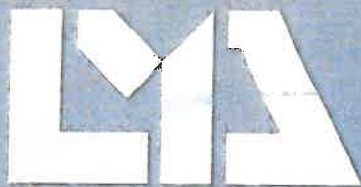
This part of QA includes exiting, fire and life safety, ADA compliance, essential services structural requirements and various standards specific to high security facilities such as FEMA, DOD, NFPA and Telephone/IT professional communications agencies.

5.3 Schedule



30 WEEKS
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
 SD DD CD BOARD & PLAN CHECK BID & AWARD CONSTRUCTION
 City or Agencies Participation Design Team Task Review Meeting Review Meeting
 Piedmont Valley Healthcare and Public Health Assisted Living Center

6. Key Staff Experience



Education

- University of California, Berkeley, Cum Laude, Bachelor of Architecture, 1955
- University of California, Berkeley, Master of Architecture, 1957
- Institute of Security Design, Washington, D.C., Designing Facilities to Survive Terrorist Attack, 1987
- Harvard Graduate School of Design, The New American Courthouse, July 1997

Registrations

- California Architect, #C3780, 1962
- Hawaii Architect, #7675, 1992
- Utah Architect, #331558, 1996
- Washington Architect, #8174, 2002

Memberships

- American Institute of Architects, AIA
- Construction Specifications Institute, CSI
- Assoc. of Public Safety Communications Officials, APCO
- American Correctional Association, ACA
- American Jail Association, AJA
- Member of US Green Building Council, USGBC

Leach Mounce Architects

6.1

HOWARD LEACH, AIA, CSI

Principal In Charge

Background and Skills

Mr. Leach's professional experience spans more than 50 years as a licensed principal in governmental and institutional architecture. He has achieved national recognition for innovative design of civic centers, law enforcement, fire, EOC's and communications facilities. Mr. Leach is a working principal during the planning and design phases and participates in the selection and detailing of hardware, security systems and specialized technical equipment throughout the project. He is recognized for his skill in the public approval process and has served frequently as expert witness in design and construction litigation.

Special Presentations

- "The Police Station of the Future" Police and Security News cover and main article featured Leach Mounce projects, Jan/Feb. 2008.
- POST Command College Futures Research Panel on Evidence Storage and Processing Challenges. October 30, 2007, Santa Ana Police Department.
- "Disaster-Proofing the Communications Center".
- "Ergonomics From Four Perspectives" both seminars authored + presented at the Association of Public Safety Communications officials (APCO) East Coast Regional Conference, May 20-21, 1996, Rochester, N.Y.
- "Police Facility Design and Technology for the Twenty-First Century," Authored and presented at the International Law Enforcement Delegation, People to People Program to Russia, Moscow, Nov. 6 through 11, 1993; St. Petersburg, Nov. 11 through 15, 1993.
- "Principles of an Airport Communications Center Building" Authored and presented the Airport Association Council International Information & Telecommunications Systems Convention, April 27, 1992, Los Angeles, CA.
- "Justice in the Next Millennium - The Basic Art and Emerging Trends" Panel Moderator October 14-16, 1999 at the AIA's Committee on Architecture for Justice, Los Angeles, CA.
- Design and Technical Exhibits IACP Convention, annually since 1982; and APCO, annually since 1991.

Selected Project Experience

- Vallejo Public Safety Center
- City of Beverly Hills Police Headquarters Feasibility Study
- County of Ventura APCD Office/Lab
- County of Ventura Wastewater Treatment Plant, Office/Lab
- Carpinteria Summerland, CA Fire Protection District Station #1
- City of Santa Paula, Mill and Teague Park Restrooms
- Salvation Army Recreation Community Center, CA
- City of Ventura, CA Marina Park Restroom
- City of Ventura, CA Ventura Bus Station Restroom
- City of Ventura, CA City Hall, Various Projects
- City of Ventura, CA Arroyo Verde Park Restroom
- City of Ventura, CA Blanche Reynolds Park Restroom
- City of Ventura, CA Seaward Avenue Beach Restroom
- City of Santa Paula, CA Corporation Yard Feasibility Study
- City of Fortuna, CA Police Department Feasibility Study
- County of Ventura, CA Moorpark Wastewater Treatment Plant Office/Lab
- Weber Area Dispatch, Ogden, UT 911 Center and EOC
- City of Ventura, CA Various Tenant Improvements
- Carpinteria, CA Fire Station #1
- Montecito, CA Fire Protection District Station #3
- Chino, CA Police Headquarters
- Santa Barbara, CA Police Headquarters
- Santa Barbara, CA Police Department 911 Temporary Relocation
- Williamson County, TX Emergency Services Operations Center
- Stockton, CA Police Dispatch Center
- La Mesa, CA Police Headquarters, Registered LEED Silver
- Beverly Hills, CA Police Department, 911, EOC and Jail Reconfiguration
- Fremont, CA Firing Range
- Los Angeles County, CA South Los Angeles Sheriff's Station
- Award Winning Project

Proposed for Architecture Services for the Pleasant Valley Recreation and Park District Aquatic Center

6. Key Staff Experience



Awards, Achievements & Honors

- AIA Honor Award Middletown, CT, Police HQ, 1999
- AIA Merit Award Fremont CA, Police HQ, 1996
- AIA Merit Award Redwood City, CA, Police HQ, 1994
- AIA Architecture for Justice National Exhibit, 1987, Amador County Jail & East Valley Law Enforcement Facility
- AIA Merit Award, Fire Station #6, Oxnard, CA 1985
- AIA San Fernando Valley Design of Excellence Merit Award, CSUN Parking Garage, 2009

Years of Experience

56 years

"Howard Leach made our facility top of the line by combining nontraditional public safety architecture with realistic security issues. By integrating the security needs with the community context he was able to arrive at a community aesthetic that met the special needs of our organization."

- Jon J. Greiner, Ogdan City Chief of Police

Leach Mounce Architects

6.1

HOWARD LEACH, AIA, CSI

Principal In Charge

- Santa Clara, CA Emergency Dispatch Relocation
 - El Cajon, CA Public Safety Center
 - LESA, Tacoma, WA Communications and Public Safety Support Center
 - San Leandro, CA Police Headquarters
 - San Mateo, CA Police Headquarters, LEED Silver Certified
 - La Mesa, CA Library and Post Office Building
 - Los Banos Police Detention and EOC
 - Pierce County/Tacoma, WA EOC
 - Salinas, CA Police Facility Headquarters and Garage
 - California State University Northridge Campus Police Facility
 - Sacramento, CA 911 Center/DOC/Training Facility
 - Paradise Valley, AZ 911 Center
 - California State University Northridge Parking Garage
 - Hanford, CA Police Facility
 - Orlando, FL Police Headquarters/Parking Structure
 - Hartford, CT Police Headquarters/Fire Administration
 - Long Beach, CA Police North Station
 - Woodland, CA Police Facility, LEED Certified
 - Galt, CA Police Facility and Public Works Yard
 - Ventura, CA Fire Stations #2, 3 and 4
 - Garden Grove, CA Police Headquarters
 - Ogdan, UT Public Safety Center
 - Lennox, LA County Sheriff's Office and Library
 - Oceanside, CA Police Facility and Branch Library
 - Los Angeles County Board Hearing Room
 - Simi Valley, CA Police Facility
 - Middletown, CT Police Headquarters
 - Oxnard, CA Fire Station #2, 3, 4, 5 and 6
 - Boston, MA Police Headquarters
 - Downey, CA Police Station Renovation & Addition
 - Rochester, NY/Monroe County Communication Center
 - Berkeley, CA Police Department
 - Fremont, CA Police Facility
 - San Bernardino, CA Central Police Station
 - Camarillo, CA Police Facility
 - Richmond, VA Police & Fire
 - Los Angeles, CA International Airport Communications Center
 - Honolulu, HI Police Department Communications Facilities, Oahu, HI
 - Glendale, AZ Public Safety Complex
 - Soldotna, AK
 - Redwood City, CA Police Facility
 - Soldotna, AK Police Station
 - New Castle, DE Police Headquarters
 - Glendale, CA Public Service Building
 - West Chicago, IL Police Station Conversion
 - Naperville, IL Police Facility
 - Pasadena, CA Public Safety Training Facility
 - Ford Island Pearl Harbor, HI Navy Waterfront Brig
 - Wheaton, IL Police Facility
 - Ventura County, CA (20 year Detention Master Plan)
 - Oxnard, CA Fire Station #1
 - Glendale, CA Fire Station #22 and Maintenance Facility
 - Porterville, CA City Hall and Police Facility
 - East Valley, CA Law Enforcement Facility
 - Renton, WA Police, Courts, Library and City Hall
 - Ventura, CA Fire Station #6
 - Santa Ynez, CA Fire Station #32
 - Tampa, FL Police Headquarters
 - Coconut Creek, FL Government Center
 - Tuscaloosa, AL Police Headquarters
 - Amador County Sheriff's Office and Detention Facility, Jackson, CA
- Award Winning Project

Proposal for Architectural Services for the
17 Pleasant Valley Recreation and Park District Aquatic Center

6. Key Staff Experience



Education

- Woodbury University, Bachelor of Architecture 1994

Registrations

- LEED Accredited Professional, 2009

Memberships

- American Institute of Architects, Associate Member

Awards, Achievements & Honors

- Woodbury University Design Award, 1993
- Selected to display work at 1994 AIA Convention
- AIA San Fernando Valley Design of Excellence Merit Award, CSUN Parking Garage, 2009

Years of Experience

25 years

6.2

MATHEW HUNTINGTON, LEED® AP

Vice President Design/Project Manager

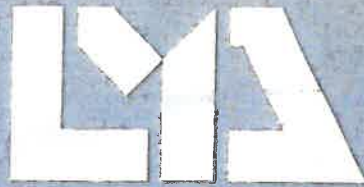
Background and Skills

Mr. Huntington has been with LMA since 1995. His most recent projects include the design and project management for the Montecito Fire Protection District Station #3, The 109,000 sf Chino Police Headquarters, both the Santa Barbara Police Department 911 Temporary Relocation and the Ventura City Hall Remodel. He was the project manager for the La Mesa Police Headquarters, San Mateo Police Headquarters which has been LEED Silver Certified, Stockton Police Dispatch Center and the California State University Northridge Campus Police Facility. Mr. Huntington has been involved in the design and construction administration of more than 30 police facilities and 911 centers.

Selected Project Experience

- Carpinteria Summerland, CA Fire Protection District Station #1
- City of Beverly Hills Police Headquarters Feasibility Study
- Montecito, CA Fire Protection District Station #3
- Ogden, UT Public Safety Center & Fire Station 1
- Ventura Botanical Gardens, CA Welcome Center
- Salvation Army Recreation Community Center, CA
- City of Santa Paula, Mill and Teague Park Restrooms
- City of Santa Paula, CA Corporation/Water Division Feasibility Study
- City of Ventura, CA Marina Park Restroom
- City of Ventura, CA Ventura Bus Station Restroom
- City of Ventura, CA City Hall, Various Projects
- City of Ventura, CA Seaward Avenue Beach Restroom
- Hammer Hewson Associates, CA Various Tenant Improvements
- City of Fortuna, CA Police Facility, Preliminary Design
- Weber Area Dispatch, Ogden, UT 911 Center and EOC
- City of Ventura, CA Various Tenant Improvements
- County of Ventura, CA Moorpark Wastewater Treatment Plant Office/Lab
- Chino, CA Police Headquarters
- Santa Barbara, CA Police Headquarters
- Santa Barbara, CA Police Department 911 Temporary Relocation
- Williamson County, TX Emergency Services Operations Center
- Stockton, CA Police Dispatch Center
- La Mesa, CA Police Headquarters, Registered LEED Silver
- Los Angeles County, CA South Los Angeles Sheriff's Station
- San Mateo, CA Police Headquarters, LEED Silver Certified
- La Mesa, CA Library and Post Office Building
- Ventura, CA City Hall
- Salinas, CA Police Facility Headquarters and Garage
- California State University Northridge Campus Police Facility
- Sacramento County Sheriff's 911 Call Operations Center and EOC
- California State University Northridge Parking Garage
- Moorpark, CA Ventura County Waterworks
- Long Beach, CA Police North Station
- Woodland, CA Police Facility, LEED Certified
- Galt, CA Police Facility and Public Works Yard
- Ventura, CA Police Station Remodel
- Ventura, CA Fire Stations #2, 3 and 4
- Oxnard, CA Police Headquarters Remodel
- Los Angeles County Board Hearing Room
- Simi Valley, CA Police Facility
- Middletown, CT Police Headquarters
- Oxnard, CA Fire Station #2, 3, 4, 5 and 6
- Downey, CA Police Station Renovation & Addition
- Award Winning Project

6. Key Staff Experience



Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture, 2004

Memberships

- American Institute of Architects, Associate Member

Years of Experience

8 years

6.3

MICHELLE VANOLI

Designer / Production / 3D Graphics

Background and Skills

Mrs. Vanoli has been with LMA since July of 2005. Her skills include computer aided design, as well as 3D computer modeling. Prior to joining LMA, Mrs. Vanoli worked in residential, mixed use, and commercial architecture.

Selected Project Experience

- Chino, CA Police Headquarters
- La Mesa, CA Police Headquarters, Registered LEED Silver
- Beverly Hills, CA Police Department, 911, EOC and Jail Reconfiguration
- Fremont, CA Firing Range
- Los Angeles County, CA South Los Angeles Sheriff's Station
- Santa Clara, CA Emergency Dispatch Relocation
- La Mesa, CA Library and Post Office Building
- Ventura, CA City Hall
- Gonzales, CA Police Station
- Paradise Valley, AZ 911 Center

6.4

DONNA LEACH

Interior Designer

Education

- University of California, Berkeley 1952-1955

Years of Experience

34 years

Background and Skills

Mrs. Leach has been with LMA since 1982. She was also owner and CEO of Pacific Interspace, which designed, purchased and installed furniture and modular workstations for government and commercial offices for 20 years. She works closely with client representatives during each phase of an interior design project to assure its successful completion. During the programming phase she meets with key client staff members to determine space needs, color and material sample boards and desired design features for the building interior. During design, it is her responsibility to see that these program goals are achieved. Mrs. Leach's familiarity with numerous modular workstation systems has enabled her to involve the client in the selection and decision process and to organize bid packages most cost effectively for our clients.

Selected Project Experience

- La Mesa, CA Police Headquarters, Registered LEED Silver
- San Mateo, CA Police Headquarters, LEED Silver Certified
- La Mesa, CA Library and Post Office Building
- Galt, CA Police Facility and Public Works Yard
- Ogden, UT Public Safety Center
- Pismo Beach, CA Police Facility
- Middletown, CT Police Headquarters
- Long Beach West, CA Police Station
- Camarillo, CA Police Facility
- Los Angeles, CA International Airport Communications Center

6. Key Staff Experience



Education

- Ventura Community College, Associates of Arts 1997

Years of Experience

20 years

6.5

SONDRA ANDRADE

Administration and Computer Graphics Technician

Background and Skills

Mrs. Andrade has been with LMA since 1997 and has provided CAD illustrations of organization charts, space charts and other documents for more than forty municipal projects. She is also the financial controller for LMA.

Selected Project Experience

- Vallejo Police Headquarters, Fire Administration and Fire Station
- Beverly Hills Police Headquarters Feasibility Study
- County of Ventura APCD Office/Lab
- City of Santa Paula, CA Corporation/Water Division Feasibility Study
- City of Fortuna, CA Police Facility, Preliminary Design
- County of Ventura, CA Moorpark Wastewater Treatment Plant Office/Lab
- Weber Area Dispatch, Ogden, UT 911 Center and EOC
- City of Ventura, CA Various Tenant Improvements
- County of Ventura, CA Moorpark Wastewater Treatment Plant Office/Lab
- Santa Barbara, CA Police Headquarters
- Williamson County, TX Emergency Services Operations Center
- Stockton, CA Police Dispatch Center
- Chino, CA Police Headquarters
- La Mesa, CA Police Headquarters, Registered LEED Silver
- Beverly Hills, CA Police Department, 911, EOC and Jail Reconfiguration
- Santa Clara, CA Emergency Dispatch Relocation
- El Cajon, CA Public Safety Center
- La Mesa, CA Library and Post Office Building
- Pierce County/Tacoma, WA EOC
- Salinas, CA Police Facility Headquarters and Garage
- California State University Northridge Campus Police Facility
- Union City, CA Police, Fire & EOC
- Calgary Canada Police Service Headquarters Master Plan
- California State University Northridge Parking Garage
- Hanford, CA Police Facility
- Orlando, FL Police Headquarters/Parking Structure
- Woodland, CA Police Facility, LEED Certified
- Galt, CA Police Facility and Public Works Yard
- Garden Grove, CA Police Headquarters
- Fremont, CA Firing Range
- Los Angeles County, CA South Los Angeles Sheriff's Station
- El Cajon, CA Public Safety Center
- Carpinteria, CA City Hall, Public Works, Police and Fire
- LESA, Tacoma, WA Communications and Public Safety Support Center
- San Leandro, CA Police Headquarters
- Vancouver, BC Police Headquarters and South Patrol
- San Mateo, CA Police Headquarters, LEED Silver Certified
- La Mesa, CA Library and Post Office Building
- Los Banos Police Detention and EOC
- Pierce County/Tacoma, WA EOC
- Port Orange, FL Police and Detention
- Gonzales, CA Police Station
- Sacramento, CA 911 Center/DOC/Training Facility

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
CONSULTANT, INC.**

This agreement is made and entered into, effective September 5, 2019 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and Leach Mounce Architects, a California corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the designing of the showers, dressing rooms and restrooms in both the men's and ladies' facilities at 1030 Temple Ave at the Aquatic Center in Camarillo, California. ("Project").

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit "B" and incorporated by reference herein.

All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by environmental, planning, and engineering professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Proposal, this Agreement, or any reports or documents prepared here within.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and Park Services Manager.

As further described on Exhibit "B", **Consultant's Services include:**

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than March 30, 2020. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant.
- b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.
- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws

Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute.

Total Project Cost not to Exceed: \$ 61,990

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either

wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

The District's Project Manager shall be Bob Cerasuolo, Park Services Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Section 2782.8 of the California Civil Code ("Section 2782.2") applicable to services provided by a "design professional" as defined in said statute, Consultant shall indemnify, but not defend and hold harmless District and its officers, employees, agents and agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Notwithstanding anything else to the contrary

herein, in the event Consultant is a "design professional" as defined by Section 2782.8, Consultant's duty to defend and costs associated with such defense are limited to that proportionate percentage of fault of the claims or damages that are caused by Consultant's actions or inactions, as determined in a final judgment by a court of law or final resolution by an arbitrator or panel of arbitrators. Consultant's duty to defend under this Agreement shall not include an obligation for Consultant to provide a defense or pay the cost of such defense for City or the City's Parties' negligent acts, omissions or fault."

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: _____

To District: **PLEASANT VALLEY RECREATION & PARK DISTRICT**
Attn: Bob Cerasuolo, Park Services Manager
1605 East Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Consultant agrees that no full-time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

25. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**District: PLEASANT VALLEY RECREATION
& PARK DISTRICT**

By: _____
Mary Otten
General Manager

ATTEST:

By: _____
Clerk of Board

Consultant:

By: _____
Name:
President

By: _____
Name:
Vice President

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000 professional liability insurance in an amount not less than \$1,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.
4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"

STRUCTURAL PLANS

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor not for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. However, any noted deviations will be promptly reported to the District.

ASSUMPTIONS/PROJECT UNDERSTANDING:

- A. Proposed Project is to remodel and upgrade the existing showers, restrooms, dressing rooms and heating system located at the Aquatic Center.
- B. Revise existing dressing rooms to add more showers and counter space with electrical outlets.
- C. Design Privacy walls in the shower's areas.
- D. Install metering valves.
- E. Add electrical service to dressing rooms (GFI).
- F. Install floor drains to every shower.
- G. Design counter tops for the dressing rooms.
- H. Replace all the existing tile in restrooms, dressing rooms and showers.
- I. Move ADA showers to the dressing room with privacy stalls.
- J. Replace the heating system with energy efficient from the current.
- K. Incorporate a trough sink for both restrooms.
- L. Project to be prevailing wage. Client to provide standard contract exhibits as needed for bidding.

SCHEDULE OF DELIVERABLES:

- A. Pre-Design & Programming (Phase A)
 - 1. *Attend meetings with Client and the City of Camarillo to determine limitations of the project based on:
 - a. Site constraints
 - b. Building codes
 - c. Related City of Camarillo permit requirements.
 - d. Time frames.
 - e. Consultant scope descriptions/requirements.
 - 2. Verify clients provided Architectural Program, which will outline and determine the scope of work for the project based on the following:
 - a. Client's requirements.
 - b. Design parameters.
 - 3. Provide a Preliminary Schedule for project.

B. Schematic Design & Concept (Phase B)

1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two revisions included:
 - a. Preliminary site plan of immediate area.
 - b. Floor plan.
 - c. Front exterior elevation.
2. Meet with client to present proposed design.
3. Based on client-approved Schematic Drawings, we will provide the following Design Drawings, documents and/or exhibits:
 - a. Preliminary site plan.
 - b. Floor plan.
 - c. Sections.
 - d. Exterior elevations.
 - e. Exterior colored elevations.
 - f. Color/material board.
4. *Meet with client to present proposed Design Drawings and Preliminary Project Description. *Actions are included in Phase M – Meetings & Communication.

C. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, we will provide the following Planning Drawings, documents and/or exhibits as required by the City of Camarillo for a Minor Modification Permit:
 - a. Site plan, floor plan, sections and exterior elevations with additional agency requirements.
 - b. Photo board and site plan of existing site and surrounding area.
 - c. 600' radius property owner's map, list and labels.
 - d. Assessor's parcel map.
 - e. Applications and questionnaires, as required.
2. *Provide survey of adjacent concrete flatwork as required for city review purposes.
3. *Submit and process Planning Drawings, documents, exhibits and applications through the City of Camarillo Planning Department.
4. Revise drawings, documents and exhibits per the City of Camarillo Planning Department's first review comments, provided no new scope items are required and/or requested. Two rounds of revisions included.
5. Attend meetings with client, the City of Camarillo and public officials as required. (Two maximum) *Actions are included in Phase M – Meetings & Communication.

D. Construction Documents (Phase E)

1. Provide Construction Documents based on the Planning Drawings and at the level required by the City of Camarillo Building & Safety and Public Works Department(s) for permit approval:

- a. Architectural drawings and schedules.
 - b. Structural engineering drawings and calculations for shade structure buildings is assumed to be structurally sound.
 - c. Mechanical and plumbing drawings and calculations. No HVAC is included, venting only.
 - d. Electrical drawings and calculations.
2. Provide a Project Manual at the level noted in the client-approved Preliminary Project Description.
 3. Provide the following additional drawings, documents and/or exhibits as required by the City of Camarillo Building & Safety Department for a building permit:
 - a. Project Analysis.
 - b. Conditions.
 - c. Mechanical Title 24 documentation.
 4. Coordinate and provide concrete flat work plan as required for building permit.
 5. Submit and process plans through the City of Camarillo Building & Safety and Public Works Department(s) for permit approval.
 6. Revise drawings, documents and exhibits per City of Camarillo plan check corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.
 7. *Meetings with clients and consultants during this phase. Two meetings included.
 8. Assist client in pre-bidding and contractor selection process to verify consistency with plans and specs to match District standards.
**Actions are included in Phase M – Meetings & Communication.*

E. Construction Contract Procurement (Phase F)

1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope. Project to be prevailing wage per District requirements as provided by client.
2. Assist in delivering Procurement Documents to prospective Contractors.
3. Answer Requests for Information from prospective contractors in a timely fashion.
4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.
5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.
6. *Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.

7. *Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition. **Actions are included in Phase M – Meetings & Communication.*

F. Limited Construction Contract Administration (Phase G)

1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two visits per month).
2. Review contractor’s requests for information (RFIs), submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.
3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.
4. Provide structural observation as required by the City for life/safety issues for shade structure.
5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.
6. *Assist, as part of the project team, with the proper close-out of the construction, including final “walk-through” completion documents, contractor’s preparation of maintenance manuals, coordination with your move-in, record documents, and final payments. **Actions are included in Phase M – Meetings & Communication.*

G. Meetings & Communication (Phase M)

For meetings and communication described in phases above.

		Estimated Hours
Pre-Design & Programming	Phase A	
Schematic Design & Concept	Phase B	
Discretionary Permit Processing	Phase C	
Construction Documents	Phase E	
Construction Contract Procurement	Phase F	
Limited Construction Contract Administration	Phase G	

Unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specifications for Public Works Construction (the “GREEN BOOK”), latest edition.

TIMELINE

Project plans completion no later than September 29, 2019

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: September 4, 2019

SUBJECT: REVIEW AND DISCUSS PORTIONS OF SECTIONS 118 AND 202 OF ORDINANCE NO. 8, GOVERNING THE USE OF PARKS, RECREATION AREAS AND FACILITIES

SUMMARY

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Currently, there is language in Section 118 and 202 which needs further clarification.

BACKGROUND

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Initially, each set of ordinances was assigned a number which resulted in Ordinance numbers one through six, each maintained as a separate document. Based on a need to have one concise document listing, all ordinances were consolidated by staff and legal counsel to create Ordinance No. 7 in May of 2009.

With the development of the Park Patrol program and the need to identify, establish and enforce ordinances and the citation process, Ordinance No. 8 was developed and initially adopted in May 2010. The Ordinance was updated again in April 2011 to address and define day-to-day operations of the Park Patrol program. It was all updated again on June 3, 2015. The last update took place at the January 3, 2018 Board Meeting and the Board approved the ordinance currently used by the District.

ANALYSIS

It has been common practice to review the Ordinance and update if necessary, according to current needs of the organization. There has been some confusion regarding Section 118 as well as Section 202, Item K - Vehicles and Parking. There was a new section added during the last iteration of the Ordinance updates. Section 118 reads “ A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands”. Section 202, Item K reads specifically “No Organized Group or person shall inhibit accessor charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access”.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the revised Ordinance.

RECOMMENDATION

It is recommended that the Board continue the current practice until the Policy Committee can review and bring recommendations back to the full Board at the October Board meeting.

ATTACHMENTS

- 1) Ordinance No. 8 (42 pages)



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**ORDINANCE No. 8
GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

Board Introduction – October 4, 2017

Public Posting – September 19, 2017

Board Adoption – January 3, 2018

**ORDINANCE No. 8 GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

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The Board of Directors of the Pleasant Valley Recreation and Park District ordains as follows:

GENERAL CONDITIONS

SECTION 101- PURPOSE/SEVERABILITY

The purpose of these provisions is to provide rules to govern the use of District parks, recreation areas and facilities in order that all persons may enjoy and make use of such parks and buildings and to protect the rights of all concerned. If any provision or clause of this Ordinance or the application thereof is held invalid or unconstitutional, such declaration shall not affect the other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application and, to this end, such provisions of this Ordinance are declared to be severable.

SECTION 102- DEFINITIONS

The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this section:

- a. **“Applicant”** shall mean an individual who submits an application for a District use permit to utilize a District facility, park or building.
- b. **“Administrative Hearing”** shall mean a civil proceeding to contest a civil penalty citation.
- c. **“Alcoholic Beverage”** shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or combined with other substances.
- d. **“Aircraft”** shall mean any device that is used or intended to be used to carry a person or persons in the air.
- e. **“Amplified Sound”** shall mean sound projected and transmitted by electronic equipment, including amplifiers, radios, or other devices.
- f. **“Article”** shall mean an article of this Ordinance unless some other Ordinance, policy, or statute is stipulated.
- g. **“Basic Date”** shall mean the date for use of specific areas of District lands based upon Section 503.
- h. **“Building”** shall mean any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

- i. **“Citation”** shall mean a civil or administrative penalty citation issued in accordance with Government Code Section 53069.4 charging a Citee with an ordinance violation pursuant to this Ordinance.
- j. **“Citee”** shall mean the person served with a civil penalty citation charging them as a responsible person for an Ordinance violation.
- k. **“Community Service Organizations”** shall mean an organization that performs a service for the benefit of the public, is sponsored and approved by the Pleasant Valley Recreation and Park District, and the Organization resides within the District boundaries. These activities are not part of the “District” programs/classes.
- l. **“Competitive Activity”** shall mean an event or gathering in which one or more persons meet to **test skill and/or ability and focused on winning.**
- m. **“District”** shall mean the Pleasant Valley Recreation and Park District and/or all land managed by Pleasant Valley Recreation and Park District.
- n. **“District Activities”** refer to District directed, sponsored programs or approved activities.
- o. **“District Community Service Groups”** shall mean resident organizations approved by the District’s Board of Directors that conduct organized activities and programs.
- p. **“District Lands”** shall mean all lands and facilities under ownership or control of Pleasant Valley Recreation and Park District. “District Lands” are sometimes referred to herein as “District property.”
- q. **“Enforcement Officer” or “Ranger”** shall mean any District employee or agent of the District with the authority and responsibility to enforce provisions of this Ordinance as authorized in accordance with Section 103.
- r. **“Hearing Officer”** shall mean a person appointed by the District to conduct, consider, and decide administrative hearings. Prior to being appointed, a hearing officer must first be designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.
- s. **“Facility”** shall mean any building, structure, park or facility under the ownership, management or control of the District and available for public use.
- t. **“Fund Raising”** means the activity of raising money: organized activity of soliciting and collecting money for a nonprofit, service group or political organization. This shall mean funds derived from the event must be spent within the Community.
- u. **“General Manager”** means the District’s chief administrative officer or his or her designee.

- v. **“Green Space”** community space consisting of land (such as parks) rather than buildings and use that is maintained for recreational enjoyment.
- w. **“In-District Resident / In-District Resident Group / In-District Public/ In-District General Public”** shall mean any person who resides within the boundaries of the District.
- x. **“Issuance Date”** shall mean the date when a citation is served on the Citee.
- y. **“Leash”** shall mean a lead on a dog of a length of six (6) feet or less.
- z. **“Major Impact”** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility, (b) cause damage or nuisance to the neighbors, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- aa. **“Organized Group”** a meeting or assembly at one of the parks that includes more than 25 people, including but not limited to picnics and parties for family, religious institution, community or school events, or other similar activities.
- bb. **“Organized Use / Organized Sports”** meeting any one of the following conditions: 1) league games, practices, tournaments, clinics, instruction, special events; or other uses where a fee is charged for participation, 2) a rental application requesting more than three dates of use, 3) a rental application requesting more than one field.
- cc. **“Open Space”** shall mean all lands under the ownership, management, and/or control of the District that are left in a natural vegetative state with limited public access.
- dd. **“Out-of-District / Non-Resident, Group or Organization”** shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District’s boundaries.
- ee. **“Park”** shall mean all grounds, roadways, building, structures, and lands acquired by the District or any area to which the District holds title or exercises delegated authority.
 - a. **Neighborhood Park** means a park generally up to 10 acres in size which serves as a social and recreational focal points for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and cultural characteristics of surrounding neighborhoods. Neighborhood parks are largely accessible by foot, bicycle, within at least a quarter-mile radius from residences, providing easy access especially for children and senior adults.
 - b. **Community Park** means a park that generally ranges in size from 10 acres to larger that serve as a recreational point for the community. Many include:

playgrounds, pavilions, restrooms, sports fields, and offer active and passive space.

- c. **Sports Park** a park that is generally 10 acres or larger. These parks serve as a location to host competitive activities which through casual or organized participation provide competition and have governing bodies.
- ff. **“Permit”** shall mean a permit for use of parks, equipment, or buildings as provided for and defined within District ordinances.
- gg. **“Person”** shall mean any individual or group of individuals, and a natural person or any other legal entity, including its owners, majority stockholders, corporate officers, trustees, and general partners.
- hh. **“Resident Organizations”** shall mean public and private educational, service and civic groups and non-profit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth service.
- ii. **“Responsible Person”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- jj. **“Section”** shall mean a section of this Ordinance unless some other statute or policy is specifically identified.
- kk. **“Special Use Activities”** includes any event that requires careful evaluation of the Applicant’s participant access and risk management procedures, i.e. use of alcohol or dances.
- ll. **“Structure”** means anything constructed or erected which requires a location in or on the ground or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building’s architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet (6’) in height.
- mm. **“Trail”** shall mean any path or access through District lands, land maintained by District or open space constructed or maintained for the use of pedestrians, handicapped patrons, equestrians, or bicyclists.
- nn. **“Vehicle”** means every device by which any person or property is or may be transported or drawn upon a public street or highway excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks as defined in Section 670 of the California Vehicle Code.
 - a. **Oversized Vehicle** – is any motorized vehicle or combination of motorized vehicles and non-motorized vehicles or trailers that: 1) meets or exceeds twenty-two (22) feet in length at any time or 2) meets or exceeds the

combination of both more than eight (8) feet in height and also exceeds seven (7) feet in width.

- oo. **“Violation”** means a violation of the District’s ordinance(s), including this Ordinance.

SECTION 103- AUTHORITY AND ENFORCEMENT

The District’s Board of Directors authorizes the General Manager to implement and administer the policies, ordinances, and regulations contained herein. Whenever a power is granted to, or a duty imposed on, the General Manager, the power may be exercised, or the duty performed, by the General Manager. Unless this policy expressly provides otherwise the General Manager shall enforce the provisions of this Ordinance. The General Manager shall also have the authority to implement reasonable rules and regulations to protect the public health, safety, welfare, and the resources under the District’s care.

District Park Rangers (“Rangers”) are uniformed District employees, designated as peace officers pursuant to Penal Code Section 830.31(b), whose primary duty is to protect District Lands and preserve the peace therein. Rangers are authorized to enforce all District ordinances, rules and regulations, all laws of the State of California and all applicable municipal laws and ordinances. Consistent with Public Resources Code Section 5786.17 and the provisions of this Ordinance, Rangers are authorized to warn and evict persons, and issue citations for any misdemeanor or infraction violation of District ordinances, rules and regulations, and applicable municipal laws or ordinances, and state law, when the violation is committed within District Lands and in the presence of the Ranger issuing the citation. Rangers may also issue civil or administrative penalty citations. Rangers must carry identification and shall issue citations in accordance with Penal Code Section 853.5 *et seq.*

SECTION 104- COMPLIANCE

Persons entering District Lands may remain as long as they abide by the adopted ordinances, rules, and regulations of the District; applicable laws and ordinances of the State of California; County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these ordinances, rules or regulations or any other applicable laws, will represent a further and separate violation of this Ordinance. Additionally, no person shall violate any order or provision thereof posted on District Lands by the General Manager.

SECTION 105- ENFORCEMENT; PENALTIES

Unless otherwise specified in this Section, pursuant to Public Resource Code section 5786.17, any person within District Lands who violates any provision of this Ordinance, the conditions of any permit issued pursuant thereto, or any adopted rule or regulation relating to District Lands is guilty of an infraction pursuant to the California Penal Code (Penal Code) for the first violation. A fourth violation of the same provision within one year shall be a misdemeanor pursuant to Penal Code.

Violations of Section 202, "Vehicles and Parking", Subsections a, b, c, d, f, g, j, k, and l are subject to the civil penalty citation process set forth in Section 106.

The first and any subsequent violation of the following Sections shall be misdemeanors:

- 116 – Violation of Permit
- 205 – Firearms and Weapons
- 206 - Hunting
- 207 - Vandalism
- 215 - Nudity
- 222 – Alcoholic Beverages, Intoxicated Persons, Dangerous Drugs
- 233 – Public Urination
- 302 - Access
- 413 – Exclusion from District Areas and Facilities

A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed Five Hundred Dollars (\$500). A violation of this Ordinance which is a misdemeanor will be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the County jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

In accordance with Government Code Section 53069.4, the District may make any violation of District ordinance(s), including this Ordinance, subject to a civil or administrative penalty in lieu of issuance of a citation for an infraction. Sections 106 through 108 set forth the procedures governing the District's imposition, enforcement, collection, and administrative review of administrative penalties. The term "administrative penalty" in this Ordinance is also referred to as "civil penalty".

SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES

This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this Ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must submit a completed preliminary review request form, a copy of the citation, and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation to the District's Park Services Manager. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the District's Park Services Manager or his or her designee. The reviewer shall not be the enforcement officer who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date, or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District's designated third-party administrator's office within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full citation amount, the District's third-party administrator shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District's third-party administrator shall notify the Citee of the date of the hearing.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the citee or the District's designated representative. All continuance requests must be made in writing and received by the District's third-party administrator at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District's third-party administrator. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District's third-party administrator at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the enforcement officer nor any other District representative shall be compelled to attend the hearing. However, any such appearance or submission may be made at the discretion of the enforcement officer.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation and any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

SECTION 107- ADMINISTRATIVE PENALTY CITATIONS

Upon determining that a provision of this Ordinance has been violated, a Ranger has the authority to issue a civil penalty citation to any Responsible Person. A Responsible Person upon whom a citation is served is liable for and shall pay the penalties described in the citation. A citation may be issued for the violation of one or more ordinance sections and for each day that the violation exists. Hence, each ordinance violation is a separate violation and subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Responsible Person;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Ranger;
11. Date the citation is served; and
12. A distinct citation number.

A Ranger may personally deliver the citation to the Citee place the citation on the Citee's vehicle or may mail the citation by first class mail to the Citee's last known address.

SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION

The District's Board of Directors has, by resolution, adopted a penalty/citation fine schedule to establish the amount for violations of any civil penalties and provisions of District ordinances. The Board reviews the penalty/citation fines periodically.

Citations shall be paid to the District's designated third-party administrator within 35 days of the due date. Citations not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a citation shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

SECTION 109- APPLICATION FOR USE

The General Manager is authorized to grant or deny all applications for use of District facilities. All applications for use of District parks, fields, or buildings shall be filed by an adult 18 years of age or older. The park, field, or facility is reserved only when the completed Application is accepted and approved by the District office after all applicable fees are paid.

All applications for use shall comply with the District's General Use Policy for specific requirements for the application process. All applications must comply with the insurance requirements as set forth in General Use Policy.

SECTION 110- USE PERMIT RIGHT OF APPEAL

An Applicant may appeal the decision of a District representative regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the Applicant may present any and all evidence, testimony, and information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the decision on the application and, if the decision is to issue the permit, add appropriate terms and conditions to the permit. The General Manager shall specify grounds for upholding the denial of a permit. The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five working days of the General Manager's decision.

SECTION 111- INTERFERENCE

No person shall attempt to use or interfere with the use of any facility which is reserved for another person or organization holding a permit.

SECTION 112- LIABILITY

As part of a use permit application, the Applicant must agree in writing to release and hold the District harmless, and to indemnify the District from any and all liability for injury to persons or property, including District Lands, occurring as the result of the activity being undertaken by the Applicant. Any person exercising any of the privileges authorized by this Ordinance does so at his/her own risk without liability on the part of the District for any injury to persons or property resulting therefrom.

These requirements may be waived by the General Manager, in his or her sole discretion, upon receipt of a written request for a waiver.

SECTION 113- USE OF DISTRICT LANDS

The District's reservable areas may be made available for the use of persons and groups subject to the issuance of a permit and the payment of required fees. A permit is required for the use of District Lands for assemblies or organized group. Each application for use of District Lands must be signed by an adult 18 years or older who agrees to be responsible for said use; however, when alcohol may be present an application must be signed by an adult 21 years or older. A group that exceeds the maximum attendance listed on its permit will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, an additional cleaning deposit, staff time, and any other costs incurred by the District as a result of a group's use of District Lands. The District will make arrangements for these items to be placed on District Lands and the cost of these items will be passed on to the Applicant.

SECTION 114- PERMIT

Pursuant to the application process set forth in Section 109, if approved, a use permit will be issued by the District.

SECTION 115- DISTRICT RIGHT TO ALTER USE

The District reserves the right to alter any previously scheduled use to minimize interference with District activities or to suspend an existing use application if the user or any of his or her agents, employees, or guests violates any section of the District's General Use Policy or any District ordinance or other applicable law.

SECTION 116- VIOLATION OF PERMIT

Violation of any terms, conditions, rules, and regulations of the permit by the permittee or any agent, guest, or employee of permittee is prohibited. The General Manager reserves the right to: (1) revoke any permit for a violation of terms of the permit or any District ordinance or other applicable law, with or without notice to the persons or organization to whom the permit was issued, and (2) enforce any applicable penalties as set forth in Section 105.

SECTION 117- SALES, SOLICITATION, AND UNLAWFUL ADVERTISING

To prevent littering and the destruction of District property, it is unlawful to post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill, circular, notice, paper, banners, or advertising device or matter of any kind, in or upon any building, structure, pole, wire, or other architectural or natural feature of whatever character, or on vehicles. The only exception to this prohibition on posting is upon a bulletin board or such place especially designated and provided for such purposes by the District.

SIGNAGE

- a) It is unlawful for any person to place or maintain any commercial sign, which includes billboards and banners, on any District property without District authorization.
- b) It is unlawful for any person to paint or attach any sign or advertisement to or upon any District property.
- c) Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.
- d) Exceptions to the provisions of this section shall be pre-approved by the General Manager.

Permission must be obtained from the General Manager before a permit is issued authorizing use of any park or building when the activity proposed is to be held for commercial activity including:

Advertising for sale any product, goods, wares, merchandise, services, or event.

Conducting or soliciting for any trade, occupation, business, service, or profession.

SECTION 118 – CONDUCTING BUSINESS IN A DISTRICT PARK

“Business,” for the purpose of this section, means and includes any activity which involves the sale of any goods or services, whether conducted for profit or not, and regardless of by whom the activity is conducted.

- a. No one shall conduct any business in any District park except as provided in this section and section 117.
- b. Anyone desiring to conduct business in any District park shall apply to the District for a permit to do so, on an application form prepared by the District.
- c. Application Information required:
 - 1. Name and address and phone number of the Applicant, and if by a corporation, the officers of the corporation;

2. A description of the park location at which it is desired to conduct such business;
3. A copy of a current city business license, or proof of application;
4. Types of any services or items to be sold;
5. Description of how business will be conducted, and a drawing of the vehicle or stand from which goods will be sold, to show its size, color, all proposed signage, etc., and a description of means by which goods will be transported to and from the site;
6. A statement signed by the Applicant agreeing to indemnify, defend and hold harmless the District and its directors, officers, and employees from any claims for injuries or damage alleged by any person to have been caused by such activity;
7. If goods are to be sold from any stand or cart, proof of insurance in the amount of \$1,000,000, or as required by District standards, to cover claims for injury or damages suffered or alleged to have been suffered by any person as a result of such activity, which insurance policy shall name the District as an additional insured and shall provide it cannot be canceled except after ten days' written notice to the District and proof of Worker's Compensation meeting the requirements of state law if applicable; and
8. Proof of application for all permits required by other public agencies such as County Health.

Issuance of a permit by the District shall not be deemed to be an endorsement by the District of any product or any form of District warranty concerning the product's fitness for use or consumption.

APPLICATION FEE AND REVIEW

Each application made under this section must be accompanied by a non-refundable fee of \$100 or it will not be accepted and all such applications shall be reviewed by District staff.

a. No permit shall be issued if it is found that the application does not conform to this section or additional guidelines issued by the District, or it is found that its issuance would interfere with safe use by the public of any park or District Lands.

b. The District may limit the number of any permits at any given park if it finds that such limitations is necessary to protect the public health and safety. Each permit shall include conditions such as hours of permitted use and other requirements found necessary. The District may refuse to issue permits during any District special events.

c. No permit shall be issued for more than one year from the date of issue. A permit may be renewed upon application and payment of another application fee unless it has been found that the permittee has failed to comply with this section or to the terms and conditions under which it was issued, or it is found that such permit is inconsistent with the public safety or public use of such park or District property.

d. All permits issued under this section shall be nontransferable and may be used only by the permittee. Fees in addition to the application fee may apply.

OPERATION RESTRICTIONS

Each permittee shall comply with the following requirements as to operation:

a. Prices of all items offered for sale must be conspicuously posted where the goods are sold.

b. The permittee or his/her employee or agent shall pick up and keep the location and surrounding area (at least 50 feet in each direction) of his or her use free from all litter and permittee shall provide, and remove/empty at the end of each period of use, a suitable container for placement of litter by customers and other persons.

c. The permittee shall conduct business only at the location or locations specified in the permit and during the hours specified on the permit.

d. No stand or cart shall ever be left unattended, and each cart or stand shall be removed from its location each night between dusk and 7:00 am.

PERMIT REVOCATION

The General Manager, in his or her discretion, may at any time revoke any permit issued under this section if he or she finds it necessary to do so to protect the public health and safety or if the permittee has violated any terms or conditions of such permit.

PERMIT ISSUANCE

The General Manager may issue permits under this section when the conduct of the proposed trade, occupation, business, service, or profession is compatible with usual park activities and uses, is of convenience or benefit to park patrons, and does not conflict with the business of established concessions. A use fee may be charged to cover administrative costs of the issuance of such permit and costs associated with the use of District facilities.

No person shall, without a District permit, solicit, in any manner or for any purpose, or sell or offer for sale any goods, wares, or merchandise, or give or distribute handbills, advertising matter, or literature except under the following conditions:

a. When a concession is operating under lease or contract authorized by the General Manager.

- b. When an athletic team that is a member of a community service organization and admits all members of the general public to the extent of capacity without discrimination and without charge to any game played, such athletic team may solicit voluntary contributions from the spectators attending such game.
- c. When found to be consistent with the policies of the District or to promote a District program under conditions prescribed by the General Manager.
- d. When all necessary fees and deposits and proof of insurance has been provided to the District.

It is unlawful for any person or persons to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any commercial or noncommercial handbill or unsolicited newspaper on any District Lands including vehicle windshields; however, it shall not be a violation of this section to hand out or to distribute handbills to any person.

PARK ACCESS DURING PERMITTED ACTIVITY

A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.

SECTION 119- EQUESTRIAN ACCESS

The primary form of access into open space areas shall be via foot or horseback on equestrian trails. No person shall block, obstruct, or impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned, operated or maintained by the District, including but not limited to those equestrian trails and equestrian easements as shown on the final subdivision map of Tract No. 2706 (Las Posas Hills), recorded on October 5, 1979, in Book 84, page 50 of Miscellaneous Records in the office of the Country Recorder of Ventura County, California and as amended in the Judgment recorded on March 22, 1993 bearing Instrument Number 93-065046. Vehicular access for an emergency vehicle or to deliver supplies to a permitted group may be authorized by the District unless prohibited by the above-referenced Judgment. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

ARTICLE II
PARK REGULATIONS

SECTION 201- EXCEPTION

This article does not apply to the operations of District-owned or operated vehicles or persons engaged in official District business.

SECTION 202- VEHICLES AND PARKING

Parking violations are a civil liability and will be subject to an administrative adjudication process as described in Section 106 of this Ordinance.

- a. Without written permission of the General Manager vehicles shall be operated on District Lands only on designated roadways.
- b. Park entrance or parking fee apply where designated and applicable: (a) No person or persons shall enter or remain on District property without having paid the established entrance and/or parking fees. All fees shall be paid at time of arrival either through the purchase of a daily parking permit or presentation of a current annual parking permit. The permit must be visible in the vehicle. (b) Anyone parking on District property pursuant to an overnight permit must show the permit to District staff and/or Park Ranger upon request.
- c. Without written permission of the General Manager vehicles shall not be parked on District property except within designated parking lot areas or within designated markings.
- d. Vehicles shall not be allowed on any grass areas unless the vehicle's owner receives prior written permission from the General Manager.
- e. Vehicles operated within the boundaries of public parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads. In no event shall a vehicle be driven on park property at a speed greater than 15 miles per hour.
- f. Vehicles are subject to removal from District property under the following circumstances:
 1. When a vehicle is parked or left standing on District property when the park is closed to public use.
 2. When a vehicle is parked or left standing upon a roadway in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway.

3. When a vehicle is parked in a manner that completely or partially blocks the entrance to a driveway.
 4. When a vehicle is parked so as to prevent access by firefighting equipment to a fire hydrant or emergency service.
 5. When a vehicle is parked in any parking restricted zone.
 6. When a vehicle has been parked on District property for more than eighteen (18) consecutive hours without a valid permit.
- g. If an illegally parked vehicle is removed from District property as provided for in this section, the owner shall be liable for all fees, towing, and storage charges.
 - h. No vehicle maintenance may be performed on District property except for minor repairs needed to move a vehicle.
 - i. No vehicle shall be parked on District property after the closing time of the park or facility.
 - j. Disabled Persons Parking Zones
 - k. No Organized Group or person shall inhibit accessor charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access

It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license plate defined by the California State Vehicle Code to stop or park a vehicle in a parking zone identified as reserved for disabled or handicapped persons. The fine for this violation shall be as prescribed by the California Vehicle Code.

1. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
2. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of a wheelchair printed within the stall or space as well as a sign with the same type of marking on it.

SECTION 203- RIGHT OF APPEAL

As allowed under Section 110, an Applicant may appeal a decision of a District representative or the General Manager.

SECTION 204- VEHICULAR TRESPASS

Vehicles shall not be operated or parked on any property of the District except on roadways and parking lot areas specifically constructed for vehicular traffic. Vehicle use is prohibited on fire breaks and fire protection roads and hiking and riding trails. An exception may be made for those vehicles which are authorized by the District for such use.

SECTION 205- FIREARMS AND WEAPONS

No person shall carry, possess, set, leave, or deposit, or cause to be fired, across, in, on, or into any portion of District Lands any weapon, gun or firearm, spear, missile, bow and arrow, crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition, throwing knife or axe, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resource, except at posted or authorized ranges and areas designated for such purposes. An exception to this regulation will be made for duly authorized law enforcement officials while acting in their capacity as law enforcement.

SECTION 206- HUNTING

Hunting, shooting, wounding, trapping, capturing, or killing animals on District property is prohibited.

SECTION 207- VANDALISM

It is unlawful for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter any natural feature, trees, fence, wall, building, sign, monument, or other property on District Lands. Persons causing vandalism, or parents of persons under the age of 18 causing vandalism, will be held liable and financially responsible for the full amount of damages, or the maximum amount allowed under the California Civil Code Sections 1714.1 and 1714.3. All provisions of the California Penal Code Section 594 and penalties thereunder are applicable.

SECTION 208- THROWING MISSILES

Throwing missiles, rocks, mud, sand, or any object that may cause bodily harm to others is prohibited on park property. Objects used in recreational activity are exempt from this section provided they are not used in an irresponsible and hazardous manner.

SECTION 209- AMPLIFIED SOUND

Without prior written permission, no person shall play or operate any sound or energy amplification devices, including radios, television sets, public address systems, musical instruments, or similar devices within District Lands.

SECTION 210- GOLF

No person shall drive, chip, or in any other manner play or practice golf, or hit balls on, over, or into District Lands.

SECTION 211- MODEL CRAFT

No person shall operate any motor driven model airplanes or rocketry, cars, boats, drones, or any other model craft of any kind or description on, over, or into any portion of District lands, except those models specifically geared for the RC track, which may only be used on the RC track, or by written permission of the General Manager.

SECTION 212- AIRCRAFT/HUMAN FLIGHT

Without the permission of the General Manager, no person shall land any aircraft on or take any aircraft off any area in the District, nor shall any person hang glide, parachute, or engage in any human flight on, over, or into District Lands.

SECTION 213- OVERNIGHT CAMPING

a. Definitions:

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this section.

1. *Camp* means to pitch or occupy camp facilities; to use camp paraphernalia.
 2. *Camp Facilities* include, but are not limited to, tents, huts, temporary shelters, trailers, motor homes, campers, or vehicles otherwise used for shelter.
 3. *Camp Paraphernalia* includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment.
 4. *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- b. It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on District property, except as otherwise provided in this section.
- c. House trailers, campers, or motor homes may not be used for overnight sleeping purposes on any District property, except as otherwise provided in this Article.
- d. It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia on any District property, except as otherwise provided for in this section.

- e. Camping is only permitted for District-hosted events with approval by the General Manager.

SECTION 214- FIREWORKS AND DANGEROUS OBJECTS

No person shall possess, discharge, set off, or cause to be discharged, in or into any District Lands any firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life and safety of persons or property. Exceptions may be made with written permission of the General Manager.

SECTION 215- NUDITY

No person shall appear nude while in or on any District Lands or facilities, except in authorized areas set aside for that purpose by the District. Nudity shall be defined as codified in Title 14 California Code of Regulations section(s) 4322.

SECTION 216- WASHING

No person shall wash dishes, clothing, garments, vehicles, or empty salt water or other waste liquids on District Lands other than in facilities expressly provided for such purposes.

No person shall swim, bathe, wade in, conduct personal hygiene (such as washing hair or body with or without soap, shampoo or similar personal hygiene products; shaving with or without shaving cream or similar personal hygiene products; oral care including using mouthwash or brushing teeth with or without toothpaste or similar personal hygiene products; cleaning any injury, wound, lesion, gash or abrasion in any manner with or without medical products, cleaning products or similar personal hygiene products; using any medical or other personal hygiene product to rid the body of lice or any disease, infection or growth), or pollute the water of any park restroom, fountain, stream, except at a place especially designated and provided for such purpose.

SECTION 217- HOURS OF USE

All parks, recreation areas, green space and open space areas within the District boundaries are available for use by the general public unless otherwise posted or in accordance with District's General Use Policy. It shall be unlawful for any person, except those involved in District-sponsored programs or having valid permits, to enter or remain in any park, recreation area, green space or open space other than between those hours. Hours of use may vary due to maintenance, construction, watering, or other variables.

SECTION 218- FLORA AND TURF

Removing or injuring any form of plant life on park property, including the removal of wood, turf, grass or plants, soil, rock, sand, and gravel is prohibited except by a duly authorized District employee in the performance of his/her duties or unless specifically authorized by the General Manager.

- a. It is unlawful for any person to injure or destroy any tree growing within the District boundaries by any means, including, but not limited to the following:
 - a. Pouring any deleterious matter on or around any tree or on the surrounding ground, lawn, or sidewalk.
 - b. Posting any sign, poster, notice or other item on any tree, tree stake, or guard, or fastening any guy wire, cable, rope, nail, screw, or other device to any tree, tree stake, or guard without having first obtained a permit from the District.
 - c. Causing any fire or burning near or around any tree or plant life

SECTION 219- ARCHAEOLOGICAL FEATURES

No person shall remove, injure, disfigure, deface, or destroy any object of paleontological, archaeological, or historical interest or value.

SECTION 220- GEOLOGICAL FEATURES

No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks, or features of caves.

SECTION 221- DOMESTIC ANIMALS

- a. No person owning or having charge, care, custody, or control of any dog (or cat) shall cause, permit, or allow same to be or to run at large upon any lands, properties, or within facilities of the District unless such animal is securely fastened on a leash a not exceeding six feet in length and is held continuously in the care, custody, or control of a competent person. Pets not properly leashed may be impounded by Animal Control and the owner cited.
- b. No person shall walk with more than 4 dogs (or cats) at any given time
- c. The removal of feces of animals that defecate on park property shall be the responsibility of the owner or custodian of said animal.
- d. Horses, mules, goats, donkeys, or similar animals may be ridden or led under specified restrictions and in designated areas with the permission of the General Manager.
- e. No animal shall graze in any park except on property leased for such purpose.
- f. No animal shall be killed, harmed, or removed from any park unless by a District employee during the performance of his/her official duties, except when necessary to avoid bodily harm.

- g. Animals may be prohibited from specific parks at specific times or events at the discretion of the General Manager.
- h. Specific provisions of this section may be modified in specific instances with written permission of the General Manager.

SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS

No person may be on District property while under the influence of intoxicating liquors or dangerous drugs as defined under California Vehicle Code, Section 23152(a) (b), as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

SECTION 223- SALE OF ALCOHOLIC BEVERAGES

A group desiring to sell or provide alcoholic beverages on District Lands must obtain a District-issued alcoholic beverage permit at the time of application for facility permit as contained in Articles IV and V herein. An alcoholic beverage permit shall be issued only to an individual of legal drinking age upon proof that adequate safeguards will be provided to prohibit consumption by minors and excessive consumption by adults. Security guards may be required as defined under Section 512. Alcohol is not permitted at any time if the primary purpose of an event or function is for minors, i.e., debuts, dances or birthday parties for participants under the age of 21 years. Alcoholic beverages may be present at an event for a maximum of four hours and the provision of alcohol must end a minimum of one hour prior to the end of the event.

To obtain an alcoholic beverage permit the Applicant must first secure all such permits or licenses required by other governmental agencies including but not limited to the State of California Alcoholic Beverage Control Board and the Ventura County Public Health Department. If a request for the alcoholic beverage permit is denied by the staff, provisions in Section 110, Right of Appeal, shall apply. The General Manager may stipulate additional conditions relating to the permitted use of alcoholic beverages as necessary for the protection of individuals and property.

SECTION 224- LITTER AND RUBBISH

Depositing garbage, trash, or other refuse on park property other than in a receptacle provided therefore is prohibited. Throwing or leaving bottles, glass, or sharp pointed articles is prohibited. Throwing or disposing of wastepaper or combustible refuse in any place in a park other than in a receptacle maintained for that purpose is prohibited. It is unlawful to use any park receptacle for the depositing of garbage, trash, or other refuse not generated and/or used within the park boundaries.

SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS

Open fires and use of barbeques on District Lands space areas are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or

brazier use. Wood fires are not permissible. It is the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.

Upon notice of park closure due to a fire hazard warning by the fire district, all reservations shall be cancelled and affected areas closed to the public.

SECTION 226- DUMPING

Dumping rocks, soil, grass clippings, branches, leaves, equipment, vehicles, furniture or accessories, or any other items or material on District Lands is prohibited without prior written approval of the General Manager.

SECTION 227 - TRESPASSING

Trespassing into areas designated "No Trespassing" is prohibited. This includes, but is not limited to, rooms in District buildings or structures, swimming pools during specific hours, fenced control areas such as storage areas, shop areas, holding areas, construction sites, and all posted areas.

SECTION 228- PARK CLOSURE

The General Manager may close a park area or recreation facility at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public. This section may be enforced without the concurrence of those persons or organizations then using the property or facility.

SECTION 229- ENTRY TO ACTIVITIES

The General Manager may enter any reserved park area or recreation facility at any time to inspect the premises for safety, compliance of use, hazards, or in the course of normal duties.

SECTION 230- UNLAWFUL ADVERTISING

It shall be unlawful for any person to place or maintain any sign, banner, billboard, or advertisement on any District property without the Board's or General Manager's written permission.

It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.

Exceptions to the provisions of this section shall be pre-approved by the General Manager.

SECTION 231- USE OF DISTRICT VEHICLES AND EQUIPMENT BY NON-DISTRICT GROUPS

District vehicles and equipment are provided for the express purpose of carrying out District functions. Requests received from groups or organizations for the use of District vehicles or equipment shall be made in writing to the District. Such requests may be granted by the General Manager provided that such use does not interfere with District operations.

SECTION 232- UNLAWFUL CONSTRUCTION

No person shall erect, construct, install, or place any structure, building, shed, fence, trail, equipment, material, sign, banner, or apparatus of any type for any purpose on, below, over, or across District property, except by written permission from the General Manager, or designated representative, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

SECTION 233- PUBLIC URINATION

It is unlawful for any person to urinate or defecate in any public place except when using a urinal, toilet, or commode located in a bathroom, restroom, portable restroom, or other structure screened from public view.

SECTION 234- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS

With respect to any facility provided by the District for skateboarding, in-line skating, or roller skating:

- a. No person shall skateboard, in-line skate, or roller skate on or within District skating facilities without wearing a helmet, elbow and knee pads.
- b. Skateboarding, in-line skating, roller skating, scooters, bicycles or similar devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.
- c. No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, or roller skating.
- d. No glass beverage containers or food are allowed within the skating facility.

Skateboarders, in-line skaters, and roller skaters shall at all times yield to pedestrians. No person shall skateboard, in-line skate, or roller skate in any area where signs are posted, or known to have been posted, prohibiting such activity.

SECTION 235- DOG PARK RULES AND REGULATIONS

Properly licensed and tagged (i.e. ownership identification) dogs without vicious, dangerous, or aggressive propensities may be exercised without a leash in the designated areas and at the designated times established by the District and subject to the following rules and regulations:

- a. Dog Park hours of operation are 7:00 a.m. to Dusk unless otherwise posted. The Dog Parks may be closed at the discretion of the General Manager.
- b. The Dog Park may be closed periodically during the year for special events and maintenance as needed.
- c. Enter at your own risk. Adults and children assume all risks associated with the off-leash Dog Park. No children under 16 are allowed without adult supervision. Small children must be within arm's reach of a supervising adult.
- d. Each dog must display a current license and be properly inoculated, healthy (no contagious conditions), and parasite-free. No dog that is sick, in heat, vicious, aggressive or has previously bitten any person is permitted in the off-leash area.
- e. Dogs are to be kept on a leash with a leash length not exceeding 6' when OUTSIDE the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- f. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- g. All dog owners must carry a leash, but no dogs shall be leashed once inside the park.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Dogs left unattended at the Dog Park will be impounded with Animal Control. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times. Failure to closely supervise dogs may result in the dog being banned for an appropriate period of time, as determined in the General Manager's sole discretion.
- j. Owners must clean up after their pets. If you see someone who forgets to clean up, please remind him/her to help keep the park clean.
- k. **AGGRESSIVE DOGS** must be removed from the Dog Park area **IMMEDIATELY WITHOUT DEBATE**. You are responsible for your actions and those of your dog. Aggressive dogs may be banned for appropriate periods of time, as determined in the General Manager's sole discretion. Aggressive dogs are defined as either potentially dangerous or

vicious dogs as defined in the California Food and Agricultural Code Section 31602 and 31603. An aggressive dog is also defined as any dog that is determined by the District to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. Violation of these provisions is an infraction.

- l. No air horns or bullhorns are allowed.
- m. No food of any kind is allowed inside the Dog Park, including people food.
- n. Three dogs per dog owner is the maximum allowed inside the Dog Park. Due to inability to closely supervise their dogs, owners may not have one or more dogs in the large dog section and one or more dogs in the small dog section, if so designated.
- o. No female dogs in heat or puppies under five months of age, due to their vulnerability to disease and injury, are allowed in a Dog Park.
- p. No grooming of dogs at a Dog Park.
- q. When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- r. The District reserves the right to designate certain parks with signage, as "off-leash" parks, allowing for dogs to run free without a leash.
- s. The entrance into an off-leash area within the District constitutes an agreement to comply with the rules contained in this section as well as all those regulations posted with respect to the use of such off-leash areas.
- t. The entrance into an off-leash area within the District constitutes an agreement to protect, indemnify, defend and hold harmless the District from any claim, injury or damage arising from or in connection with such use of District property.

SECTION 236- DISORDERLY CONDUCT

No person shall engage in boisterous, threatening, intimidating, abusive, insulting, discriminatory, profane or indecent language; threaten or engage in fighting or physical altercation or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises. Person(s) exhibiting these behaviors will be required to leave the premises immediately. The District reserves the right to refuse services and prohibit entry on District property.

SECTION 237- TENNIS COURTS

No person shall engage in any activity on tennis courts owned or operated by the District other than the playing of tennis and activities incidental to the playing of tennis. Private

instruction for personal gain is expressly prohibited. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

ARTICLE III
PLEASANT VALLEY OPEN SPACE AREAS

SECTION 301- EXCLUSIVE USE

District open spaces shall not be made available for exclusive use by any person, group, or organization.

SECTION 302- ACCESS

The primary form of access into open space areas shall be by foot traffic or horseback on assigned equestrian trails. No person shall block, obstruct, impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned or operated by the District. Vehicular access to serve as an emergency vehicle may be authorized. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

Persons entering District Lands owned, managed, and controlled by the District may remain as long as they abide by these regulations, applicable laws of the State of California; applicable ordinances of the County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these regulations is a further violation of these regulations.

SECTION 303- OPENING AND CLOSING TIMES

Open space areas and equestrian trails will be available to the general public as otherwise posted or in accordance with District's General Use Policy.

SECTION 304- APPLICATION FOR USE

Applications to reserve areas of park and green space areas will be processed in accordance with District procedures established in this Ordinance.

SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE

In addition to the regulations in Section 225, the following policies shall apply to all District open space:

- a. Briquettes shall be the only permitted fuel for District installed barbecues; wood is prohibited. It shall be the responsibility of every person igniting a fire in a District installed barbecues pit to completely extinguish it (dead out). All open fires are prohibited.
 1. Only District installed barbecues are allowed on District Lands.

- b. Smoking of tobacco and marijuana is prohibited on all District Lands.

SECTION 306- GROUP USE

Reservations are required for use of District Lands by organized groups in accordance with District procedures established in this document.

SECTION 307- OFF TRAILS

Unauthorized travel off designated trails is prohibited.

SECTION 308- CLOSURE/TRESPASS

Any and all open space areas are subject to closure when deemed necessary by the General Manager (inclusive of all Park Patrol staff), to protect public safety and/or protect the resources from damage or threat of damage. Any violation will constitute civil trespass.

SECTION 309- BICYCLES

Bicycles shall be allowed in parks and open space areas under the following restrictions:

- a. Bicycles must stay on designated bike paths and roadways.
- b. No person shall operate a bicycle in a reckless or negligent manner so as to endanger public property, or the life, limb, or property of any person or animal. A reasonable and prudent speed limit will be observed.
- c. Bicyclists must yield when meeting pedestrians. "Yield" means slow down, establishes communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- d. No person shall possess or operate a bicycle or similar device in open space or on District land in areas designated or signed to restrict such activity.
- e. All state and local regulations regarding helmet use, for minors or adults, shall be followed.

SECTION 310- VEHICLES

No vehicle may be operated or parked on any open space lands except where specifically permitted unless authorized by the District for such use.

SECTION 311- NATURE PRESERVES

The District has the authority to designate an area as a "nature preserve" to protect the resources and/or flora and fauna. Entrance to such an area shall be prohibited, except with written permission for the purposes of scientific study, a docent-led hike, or other authorized activities. These areas may be posted as "no trespassing." Alcohol is prohibited in "Nature Preserves."

ARTICLE IV

REGULATIONS GOVERNING THE USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

SECTION 401- USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

Recreation centers, reservable picnic areas, athletic fields within the District's community parks, are available for the use of persons and groups subject to the issuance of a permit and payment of fees therefore. All applications for use shall be made in accordance with Section 109 and must be signed by an adult, who shall agree to be responsible for said use. No use permit shall be granted if there is a conflict with a prior reservation or a District-sponsored event. Appeal of a decision may be made in accordance with Section 110 herein. Use of District facilities is subject to the rules and regulations established in District's GENERAL USE POLICY.

Any request that will place a major impact on a given facility, as determined by the General Manager, will be subject to Board approval. All requests are subject to the District priority-ranking classification (Section 406) and fee schedule (Section 502). The General Manager reserves the right to cancel a permit with 30 days written notice.

Applications are immediately revocable and all deposits forfeited if false statements are made in reserving a facility, or if the individual or group violates any rule or regulation established by the District, or any other applicable law or regulation. Applicants shall be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, the Applicants shall be responsible for the reasonable costs to replace, repair, or clean such property. Any individual, organization, or group that is responsible for damages to the District's facilities shall pay for all such charges as determined by the District. No individual, group, or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid.

District personnel will open, close, and supervise the use of the buildings and, when required, monitor the use of the grounds.

SECTION 402- APPLICATION FOR USE AND SCHEDULING

Applications for use shall be made in accordance with Sections 109-114. Exceptions will be based on event size, type, and location requested. Exception requests may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 403- EXTENDED USAGE

Facility usage may be granted for a maximum period of six months. Requests for facility usage exceeding six months require the General Manager's approval. Scheduled groups may be subject to cancellation on 30 days' written notice or when a determination is made in accordance with Section 109. When cancellation is necessary, the District will attempt to relocate the activity.

SECTION 404- HOURS

Buildings, park areas, and athletic facilities are available for individual and group use during normally scheduled hours (dawn to dusk unless otherwise posted) of operations pursuant to the District's General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10 p.m. with a permit. Exceptions are subject to General Manager for approval.

SECTION 405- RENTAL PERIODS

Minimum building rental periods are two or four-hour increments depending on facility. The time indicated on the application will reflect the actual facility use time, which includes setup and cleanup. Charges for additional time beyond the two or four-hour block will be based on an hourly rate. Exceptions are subject to General Manager approval.

SECTION 406- PRIORITY OF USE

Use of facilities is based on when the application is received, rental availability, and priority ranking. Groups ranked at a low priority may be subject to rescheduling with 30 days' written notice. In that case, the District will attempt to relocate the group to another District facility.

Group priority rating shall be as defined in Section 504:

- a. Class 0- District Activities
- b. Class 1- Community Service Organization
- c. Class 2 - Resident Organization
- d. Class 3- In-District Resident
- e. Class 4- Out of District or Non-Resident

SECTION 407- DAMAGE TO DISTRICT PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, turf, grounds, fixtures, furniture, or appurtenances shall be required to reimburse the District for all costs involved to clean, repair, restore, or replace the building, grounds, fixtures,

furniture, or appurtenances to the original conditions. The individual and/or group may be removed and/or banned from future use of facilities.

SECTION 408- USE OF RESERVABLE PICNIC AREAS

Certain areas within the District's community parks may be reserved for picnics by persons or groups. All applications must be signed by an adult who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a prior reservation or a District-sponsored event taking place at the same time and place. No use permit shall be granted for reservable picnic areas outside normally scheduled hours of operations pursuant to the District's General Use Policy, unless the park has appropriate lighting.

An organized group (25 or more) must obtain a permit for all reservable picnic areas. Groups that have less people than an organized group may use any designated reservable or non-reservable area of any park on a first-come, first-served basis, however, such groups must vacate any reservable area at the time a permit group arrives. Neighborhood parks may be non-reservable. Individual picnic tables are available on a first-come, first-served basis in all non-reservable areas (Section 113.)

SECTION 409- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS

No smoking of any kind on District property to include all tobacco- and marijuana-related products and all forms of electronic smoking devices, and other vaporizing products.

SECTION 410-ALCOHOL IN RECREATION BUILDINGS AND PARKS

The sale, serving, or consumption of alcohol is prohibited in a District building except by a group receiving all necessary permits, insurance and paying all applicable fees.

Alcohol may not be possessed or consumed on District parks and facilities unless allowed by a permit issued by the District. The sale or serving of alcohol is not permitted in parks except by a group receiving all necessary permits have been approved and paying all applicable fees. The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager.

SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS

Certain athletic fields may be reserved for use of persons and groups. All applications for use must be signed by an adult over 18 years of age who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a District-sponsored event taking place or a prior reservation at the same time and place. No use permit shall be granted for the use of any reservable field before 8:00 a.m., or as determined by the General Manager, or beyond sunset unless the field has appropriate lighting.

- a. No person shall engage in any activity on an athletic field owned or operated by the District other than the playing of specific activities for the designated fields.
- b. Private instruction for personal gain is expressly prohibited.
- c. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

SECTION 412- USE OF SPORTS PARKS/COMPLEXES

Sports parks/complexes in the District are the following: Pleasant Valley Fields, Bob Kildee Park, Freedom Park, and Mission Oaks Park. These are complexes of 10 acres or more in size primarily used for competitive activities which, through casual or organized participation, provide competition and have governing bodies.

A permit is required for the use of these facilities by any organized group.

SECTION 413 - EXCLUSION FROM DISTRICT AREAS AND FACILITIES

In the interest of public health, safety, and welfare, it may be necessary to exclude persons or groups from District areas and/or facilities. Such action may be taken by a designated representative of the General Manager, subject to appeal to an Administrative Hearing with the General Manager.

Any person who has been excluded from District areas and/or facilities pursuant to this section, who enters upon the District areas and/or facilities during the period of the exclusion without the written permission of a designated representative, is guilty of a misdemeanor.

ARTICLE V
FEES AND DEPOSITS

SECTION 501- PURPOSE

Fees and charges may be levied to offset District expenses incurred in providing services.

SECTION 502- FEES

The District's Board of Directors shall establish reasonable fees for the use of District property. Full payment is due 30 days prior to the use date. Fees will be reviewed annually.

SECTION 503- BASIC RATE

Building

During normal hours of operation of facilities as defined in Section 404, rates will include the use of rooms, chairs, tables, setup, and cleanup. The following services are also available for an additional fee: security, custodial service, and other services identified in advance of permittee's use as set forth in the District's General Use Policy. Use at a time when the facility is normally closed will result in the assessment of additional fees.

Athletic Facilities

During normal hours of operation, basic rates include the following:

- a. Use of the athletic fields and supporting structures.
- b. Use of onsite restrooms.
- c. Basic turf management such as watering, mowing, and edging fields.
- d. Staffing costs.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Lighting.
- c. Removal or installation of athletic field equipment (bases, pitcher's mound, goals, etc.) and special location of base anchors, goals, bleachers, or other equipment.
- d. Sporting equipment such as balls, nets, gloves, etc.

- e. Cleaning of the area following the event.

Picnic Areas

During normal hours of operation as set forth in the District's General Use Policy, rates include picnic tables and barbecues, if available, and outdoor restrooms. Rates do not include supervision or special setup of tables. Outside items, i.e., tables, chairs, and barbecues etc. are not permitted without approval by the General Manager.

SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES

Class 1

- a. For a recognized District Community Service Organization as approved by the District's Board of Directors, fees are subject to the individual group's Memorandum of Understanding (MOU) with the District.

Class 2 - Half of Basic Rate (50%)

- a. Resident Organization

Local school districts, government agencies, and non-profit organizations may have fees waived for reciprocal services as approved by the General Manager.

Class 3 - Full Basic Rate (100%)

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions
- c. Any individual or group reserving Fridays and Saturdays

Class 4 - Full Basic Rate plus 25 Percent (125%)

- a. Out of District
- b. Non-resident

SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE

Additional charges will be levied over basic rates as defined in Section 503 and as set forth in the District's General Use Policy under the following conditions:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. All non-residents will pay a 25% additional fee.

- c. An additional fee is required when alcohol will be served or sold at a function.
- d. Additional administrative fees may be charged on all applicant-initiated changes, including cancellations.
- e. The District may require security guards for certain events or functions at an additional fee. The District will make the arrangements with an approved vendor.
- f. When a facility is not normally open and recreation staff or custodian is required to be on duty, additional fees accrue. The minimum hourly coverage for custodian is two hours.
- g. When recreation staff is needed for facility control, additional fees accrue.
- h. When ball field lights or other special equipment are required, additional fees accrue.
- i. When facility damage and/or liability insurance fees are required, additional fees accrue.
- j. Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and portable toilets to accommodate groups of people that exceed a facility's maximum occupancy.
- k. The determination of requirements for additional personnel and associated charges thereof shall be made by the General Manager or designee.

SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION REFUND POLICY

The application fee is non-refundable. Cancellations must be made through the District office no later than days prior to the use date to qualify for a refund of other paid rental fees minus the non-refundable application fee.

Cancellations must be made through the District office no later than 30 days prior to the use date to qualify for a refund of rental fees paid, less the non-refundable application fee. Additional fees may apply for "no shows".

SECTION 507- PAYMENT OF DEPOSITS AND FEES

The park, field, or facility is reserved only when a completed Application is accepted and approved by the District office after applicable fees are paid.

A payment equal to 50% of the total applicable fees must be paid at the time the application is approved by the District, as set forth in the District's General Use Policy. If the

reservation is made 30 days or less prior to the event, full payment is due at time of application.

SECTION 508- ALCOHOL PERMITS

A State Alcohol Beverage Control Board permit is required when alcoholic beverages are sold. Such permit shall be obtained by the group using the facility and filed with the District.

SECTION 509- SETUP

The District will perform setup and breakdown unless otherwise stated in the application. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of 15 business days prior to the event date or additional fees may apply.

SECTION 510- DECORATIONS

When decorations are to be used, prior approval shall be obtained by the user from the District's Parks Services Manager. No duct tape, tacks, nails or glue are allowed on any walls, columns, counter or floor surface. Use of blue painters' tape is allowed, with full removal at the end of the event. If confetti is used at the event, all evidence of use must be removed. Use of lighted candles or any other open or enclosed flame is prohibited.

SECTION 511- SECURITY

To ensure proper use and control of facilities and equipment, security may be required under the following circumstances:

- a. If an event places a major impact on the facility as determined in the General Manager's sole discretion.
- b. When alcohol is being served, sold, or consumed.
- c. When additional precautions are deemed necessary due to the nature of the event as determined in the General Manager's sole discretion.

The District will arrange for any required security guards at the event at the Applicant's cost.

If security is required, security guards must begin their shift a ½ hour before the scheduled event starts and remain on duty for a ½ hour after the event is scheduled to end and must stay until all attendees have left.

When security is required by the District or requested by the Applicant, the application requires approval by the General Manager.

SECTION 512- WAIVERS

The requirements in this Article V may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 513- FILMING

A filming permit and application must be approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. Permission to film on District property pursuant to this section may be granted by the General Manager as set forth in the District's General Use Policy.

SECTION 514- LIABILITY INSURANCE

A certificate of insurance evidencing required coverage amounts and additional requirements as set forth in the District's General Use Policy and naming the District, its elected officials, officers, and employees as an additional insured must be submitted 5 working days prior to date of building use by any group for commercial purposes, and by any group conducting an event where there is a major impact for any event scheduled more than 5 days in advance. The amount of liability insurance required shall be determined by the District.

SECTION 515- PARKING FEES

District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager with approval by the Board of Directors may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.

Vehicles entering Camarillo Grove Park must pay a parking fee by purchasing a daily or annual pass.

ARTICLE VI

GENERAL

SECTION 601—REPEAL OF PRIOR VERSIONS OF ORDINANCE NO. 8

This Ordinance repeals and supersedes any prior versions of Ordinance No. 8, which are no longer of any force or effect.

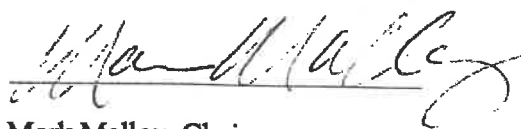
SECTION 602—EFFECTIVE DATE

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

SECTION 603—PUBLICATION AND POSTING

The Board's Clerk shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED, APPROVED AND ADOPTED this 3rd day of January, 2018.



Mark Malloy, Chairman

Board of Directors

ATTEST:



Elaine Magner, Secretary

Board of Directors

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PLEASANT VALLEY RECREATION AND PARK
DISTRICT REGARDING EMPLOYER-EMPLOYEE
RELATIONS.

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WHEREAS, Chapter 10, Division 4, Title 1 of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, Government Code Section 3507 empowers a political subdivision of the State of California to adopt reasonable rules and regulations for the administration of employer-employee relations; and

WHEREAS, the Pleasant Valley Recreation and Park District, a political subdivision, desires to adopt such reasonable rules and regulations as authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows:

TITLE OF RESOLUTION

This resolution shall be known as the Employer-Employee Relations Resolution of the Pleasant Valley Recreation and Park District.

STATEMENT OF PURPOSE

The purpose of the Resolution is to implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.), captioned "Local Public Employee Organizations" by providing orderly procedures for the administration of employer-employee relations between the public agency and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment.

PART I - EMPLOYER-EMPLOYEE RELATIONS

SECTION 1. DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- (A) APPROPRIATE UNIT -- means a unit established pursuant to Part I, Section 8 of this Resolution.
- (B) CONFIDENTIAL EMPLOYEE -- means an employee who is privy to decisions of District management affecting employer-employee relations.
- (C) CONSULT AND CONSULTATION IN GOOD FAITH -- means to communicate verbally or in writing for the purpose of presenting or obtaining views or advising of intended actions.
- (D) DAYS -- means "calendar days" unless otherwise stated.

- (E) DISTRICT -- means the Pleasant Valley Recreation and Park District, and, where appropriate herein, refers to the Board of Directors, the governing body of said District, or any duly authorized management employee as herein defined.
- (F) DUES -- means any single sum of money authorized by an employee to be deducted by the District for payment to a recognized employee organization, which deduction has been approved by the Board of Directors.
- (G) EMPLOYEE -- means any person regularly employed by the District except those persons elected by popular vote, and temporary employees, part-time employees and contract employees.
- (H) EMPLOYEE ORGANIZATION -- means any organization which includes employees of the District and which has as one of its primary purposes representing such employees in their employment relations with the District.
- (I) EMPLOYEE RELATIONS OFFICER -- means the General Manager and District Counsel in all matters of employer-employee relations designated pursuant to Part I, Section 10, or his duly authorized representative.
- (J) EMPLOYER-EMPLOYEE RELATIONS -- means the relationship between the District and its employees and/or their employee organizations, or when used in a general sense, the relationship between District management and employees or employee organizations.
- (K) FACT FINDER -- means one who is selected by the mutual consent of the District and all interested, formally recognized employee organizations to fact find.
- (L) FACT-FINDING -- means identification of the major issues in a particular dispute, review of the positions of the parties, resolution of factual differences by one or more impartial fact finders, and the making of recommendations for settlement of such issues by either party. The recommendations of the fact finder shall be private, and a copy of the fact finder's recommendations shall be supplied to each of the parties involved. A fact finder shall take no public position at any time concerning the issues.
- (M) GRIEVANCE -- as this term is defined in Part I, Section 13(A).
- (N) IMPASSE -- means:
 - (1) A deadlock in discussions between a formally recognized employee organization and the District over any matters concerning which they are required to meet and confer in good faith in an attempt to reach agreement, or over the scope of such subject matter; or

- (2) Any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Employee Relations Officer made pursuant to Part I, Section 7, 8, or 9 of this Resolution.
- (O) MAJORITY REPRESENTATIVE -- means an employee organization, or its duly authorized representative, that has been granted formal recognition by the Board of Directors as representing the majority of employees in an appropriate unit.
- (P) MANAGEMENT EMPLOYEE -- means:
- (1) Any employee having significant responsibilities for formulating and administering District policies and programs, including, but not limited to, the General Manager and division heads; and
 - (2) Any employee having authority to exercise independent judgment in accomplishing any one or more of the following personnel actions: to hire, transfer, suspend, lay off, recall, promote, discharge, assign, regard, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances.
- (Q) MEDIATION OR CONCILIATION -- means the efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse through interpretation, suggestion, and advice. Mediation and conciliation are interchangeable terms.
- (R) MEET AND CONFER IN GOOD FAITH (sometimes referred to herein as "meet and confer" or "meeting and conferring") -- means performance by duly authorized District representatives and duly authorized representatives of an employee organization recognized as the majority representative of their mutual obligation in good faith regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to:
- (1) Reach agreement on those matters within the authority of such representatives, and
 - (2) Reach agreement on what will be recommended to the Board of Directors on those matters within the decision making authority of the Board of Directors. This does not require either party to agree to a proposal or to make a concession.
- (S) PROFESSIONAL EMPLOYEE -- means employees engaged in work requiring specialized knowledge and skills attained through completion of a prolonged recognized course of specialized intellectual instructions and study, including, but not limited to, engineers, architects, and landscape architects.

- (T) RECOGNIZED EMPLOYEE ORGANIZATIONS -- means an employee organization which has been acknowledged by the Board of Directors as an employee organization that represents employees of the District. The rights accompanying recognition are either:
- (1) Formal Recognition -- which is the right to meet and confer in good faith as the majority representative in an appropriate unit; or
 - (2) Informal Recognition -- which is the right to consultation in good faith by all recognized employee organizations.
- (U) RESOLUTION -- means, unless the context indicates otherwise, the Employer-Employee Relations Resolution of the Pleasant Valley Recreation and Park District.
- (V) SCOPE OF REPRESENTATION -- means all matters relating to employer-employee relations, including wages, hours, and other terms and conditions of employment. District rights (Section 3) are excluded from the scope of representation.
- (W) SUPERVISORY EMPLOYEE -- means any employee having authority to exercise independent judgment in assigning work and evaluating performance and to effectively recommend on actions to hire, promote, transfer, lay off, recall, discipline, suspend, discharge, or adjust grievances of other employees, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

SECTION 2. EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages hours, and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of his exercise of these rights.

SECTION 3. DISTRICT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment promotion, direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of

SECTION 3. DISTRICT RIGHTS (CONT.)

governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

SECTION 4. MEET AND CONFER IN GOOD FAITH -- SCOPE

- (A) The District, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations with majority representation rights regarding matters within the scope of representation including wages, hours, and other terms and conditions of employment in an attempt to reach agreement.
- (B) The District shall not be required to meet and confer in good faith on any subject preempted by Federal or State laws.

SECTION 5. CONSULTATION IN GOOD FAITH -- SCOPE

All matters affecting employer-employee relations, including those that are not subject to meeting and conferring, are subject to consultation. The District, through its representatives, shall consult in good faith with representatives of recognized employee organizations on employer-employee relations matters which affect them. Advance notice on matters subject to consultation, but outside the scope of representation, is desirable but not mandatory.

SECTION 6. ADVANCE NOTICE

Reasonable written notice shall be given to a recognized employee organization affected by any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation prior to the time such matters are presented to the Board of Directors for consideration.

In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution, or regulation must be adopted immediately, the District may take such action without prior notice or meeting with a recognized employee organization. The District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

SECTION 7. PETITION FOR RECOGNITION

There are two levels of employee organization recognition-- formal and informal. The recognition requirements of each are set forth below:

- (A) FORMAL RECOGNITION -- THE RIGHT TO MEET AND CONFER IN GOOD FAITH AS MAJORITY REPRESENTATIVE: An employee organization that seeks formal recognition for purposes of meeting and conferring in good faith as the majority representative of District employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:
- (1) Name and address of the employee organization.
 - (2) Name and titles of its officers.
 - (3) Names of employee organization representatives who are authorized to speak on behalf of its members.
 - (4) A statement that the employee organization has as one of its primary purposes, representing employees in their employment relations with the District.
 - (5) A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a regional or state or national or international organization and, if so, the name and address of each such regional, state, or international organization.
 - (6) Certified copies of the employees organization's constitution, by-laws, and policies.
 - (7) A designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
 - (8) A statement that the employee organization recognizes that the provisions of Section 923 of the California Labor Code are not applicable to District employees.
 - (9) A statement that the employee organization has no restriction on membership based on political affiliation, race, color, creed, sex, or national origin.
 - (10) The number of member employees and the classifications represented in the unit claimed to be appropriate.

SECTION 7. PETITION FOR RECOGNITION (CONT.)

- (11) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer.
 - (12) A request that the Board of Directors recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.
- (B) INFORMAL RECOGNITION -- THE RIGHT TO CONSULT IN GOOD FAITH:
- An employee organization that seeks recognition for the purpose of consultation in good faith shall file a petition with the Employee Relations Officer containing the following information and documentation:
- (1) All of the information enumerated in (A) (1) through (9) of this Section, inclusive.
 - (2) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer.
 - (3) A request that the Board of Directors recognize the employee organization for the purpose of consultation in good faith.
- (C) The petition, including all accompanying documents, shall be verified, under oath, by the Executive Officer and Secretary of the organization that the statements are true. All changes in such information shall be filed forthwith in like manner.
- (D) The Board of Directors shall grant recognition, in writing, to all employee organizations who have complied with either Part I, Sections 7(A) or (B), and in addition, Part I, Section 7(C) for purposes of consultation in good faith for its members. Employee organizations seeking formal recognition as majority representative must, in addition, establish to the satisfaction of the Board of Directors that it represents a majority of the employees in the manner prescribed in Part I, Section 9(A) below. No employee may be represented by more than one recognized employee organization for the purposes of this Resolution.

SECTION 8. DETERMINATION OF APPROPRIATE UNIT

(A) The Board of Directors, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion in making this determination is whether there is a community of interest among such employees. The following factors, among others, are to be considered in making such determination:

- (1) Which unit will assure employees the fullest freedom in the exercise of rights set forth under this Resolution.
- (2) The history of employee relations: (i) in the unit; (ii) among other employees of the District; and (iii) in similar public employment.
- (3) The effect of the unit on the efficient operation of the District and sound employer-employee relations.
- (4) The extent to which employees have common skills, working conditions, job duties, or similar educational requirements.
- (5) The effect on the existing classification structure of dividing a single classification among two or more units.
- (6) Consistent with the above factors, the unit shall be the largest feasible.

(B) In the establishment of appropriate units:

- (1) Professional employees shall not be denied the right to be represented separately from non-professional employees; and
- (2) Management and confidential employees who are included in the same unit with non-management or non-confidential employees may not represent such employees on matters within the scope of representation.

SECTION 9. RECOGNITION OF EMPLOYEE ORGANIZATIONS AS MAJORITY REPRESENTATIVE -- FORMAL RECOGNITION

(A) The Board of Directors shall:

- (1) Determine the majority representative of District employees in an appropriate unit by arranging for a secret ballot election or by any other reasonable method which is based upon written proof, and is designated to ascertain the free choice of a majority of such employees. The employee organization found to represent a majority of the employees in an

appropriate unit shall be granted formal recognition and is the only employee organization entitled to meet and confer in good faith in an attempt to reach agreement on matters within the scope of representation for employees in such unit. This shall not preclude other recognized employee organizations or individual employees from consulting with management representatives on employer-employee relations matters of concern to them.

- (2) Revoke the recognition rights of a majority representative, which has been found by secret ballot election no longer to be the majority representative.
- (B) The recognition rights of the majority representative designated in accordance with this Section shall not be subject to challenge for a period of less than twelve (12) months following the date of such recognition.

SECTION 10. DESIGNATION OF EMPLOYEE RELATIONS OFFICER

The General Manager and District Counsel or his duly appointed representative, shall act as the Employee Relations Officer, who shall be the District's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith in an attempt to reach agreement on matters within the scope of representation including wages, hours, and other terms and conditions of employment.

The General Manager and District Counsel are authorized to delegate these duties, responsibilities, and authority provided that such duties, responsibilities, and authority may not be redelegated without prior approval of the Board of Directors.

SECTION 11. RESOLUTION OF WAGES, HOURS, AND WORKING CONDITIONS

The Board of Directors of the District recognizes the necessity and importance of maintaining mutually beneficial employer-employee relations with its employees through the formally recognized employee organization. To accomplish this state of relations, the following acknowledgments and procedures shall be considered:

- (A) To promote good and efficient government with a minimum of turnover of personnel, it shall be the practice of the District to review salaries and fringe benefits to permit adoption of adjustments effective at the start of a new fiscal year. Interim adjustments may be considered at any time inequities, recruitment, or other conditions indicate change. The District believes in equal pay for equal work and it shall be the policy of the District to compensate its employees in its various classifications and positions at the prevailing rates according to the following criteria:

- (1) Rates of compensation for similar classifications in both public and private agencies in the competing recruitment area.
 - (2) Rates of compensation paid for similar classifications by other public agencies of similar size and mission. Several such agencies may be used for this purpose to determine an average or prevailing practice.
 - (3) Recognition may be given to peculiar recruitment and/or retention problems.
 - (4) Recognition of turnover as an influencing factor may be considered in view of the costly training process of new employees.
 - (5) Maintenance of equitable internal relationship of salaries shall be observed.
 - (6) A reasonable allowance may be made for trends in salaries to compensate for anticipated salary adjustments by other agencies during the fiscal period.
- (B) The Employee Relations Officer shall meet and confer in good faith in an attempt to reach an agreement with representatives of the formally recognized employee organization on salaries and fringe benefits for the ensuing fiscal period.
- (1) Such negotiations shall be conducted according to a predetermined and agreed-upon schedule.
 - (2) If agreements are not reached, either party may invoke the impasse procedure as defined under Part I, Section 12.
 - (3) When agreement is reached during normal negotiations or mediation, the Employee Relations Officer and representatives of the formally recognized employee organization shall prepare and sign a Memorandum of Understanding.
- (C) The Employee Relations Officer and representatives of the formally recognized employee organization may meet and confer in good faith and attempt to reach an agreement on matters other than salaries and fringe benefits at any time during the year at the request of either party.

SECTION 12. RESOLUTION OF IMPASSES

Impasses procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedure by filing with the other party (or parties) affected a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer

within ten (10) days after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such meeting shall be to permit a review of the position of all parties in a final effort to reach agreement on the disputed issues. If agreement can still not be concluded, the following impasse procedures shall be followed:

- (A) The first step of the impasse procedure involves a presentation to the Board of Directors by all parties to the dispute. If agreement is still not reached, the second step of the impasse procedure shall be invoked.
- (B) The second step of the impasse procedure involves any other procedures to which the parties mutually agree, including, but not limited to, mediation or fact-finding. The fees and expenses, if any, of any impasse procedures shall be shared equally by the District and all employee organizations involved in the impasse procedure.

SECTION 13. GRIEVANCES

- (A) A grievance is any dispute concerning the interpretation or application of this Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of the District's rights, decision on wages, hours, and other terms and conditions of employment or of a written understanding or memorandum of understanding between the District and a recognized employee organization.
- (B) Grievances shall be processed in the following manner:
 - (1) Any grievance or dispute that cannot be settled informally between the parties concerned shall be reduced to writing by the employee or employees concerned, and shall be presented to and discussed with the division head and the supervisors of the complainants. No grievance or dispute of more than six calendar months old will be considered. The division head shall make every effort to resolve the grievance and shall respond to the grievant within five working days after receipt of the written grievance. Employees shall assist the division head or his representative in making a grievance investigation. No employee shall be placed in jeopardy for such cooperation, but he may be disciplined for failure to cooperate in an investigation.
 - (2) If, after thorough consideration by the division head, the grievance has not been satisfactorily resolved, the aggrieved employee may file a statement with the General Manager requesting that he attempt to resolve the dispute or grievance. Such statement must be filed within three (3) working days after the division head response is due. The General Manager shall make such investigation as he requires and within three

working days after receipt of the employee request he shall recommend a solution to the division head and the employee.

- (3) If the General Manager is unable to resolve the dispute after thorough discussion with the parties involved, an appeal may be made in writing to the Board. The Board decision shall be final.

SECTION 14. MEMORANDUM OF UNDERSTANDING

When the meeting and conferring process is concluded between the District and a formally recognized employee organization representing a majority of the employees in an appropriate unit, all agreed-upon matters shall be incorporated in a written memorandum of understanding signed by the duly authorized District and majority representatives. If a point of disagreement is reached, a joint position memorandum of nonagreement shall be presented to the Board of Directors.

As to those matters within the authority of the Board of Directors, the memorandum of understanding shall be submitted to the Board of Directors for determination.

SECTION 15. PROHIBITED PRACTICES

Commission of a prohibited practice, as defined in this Section, shall constitute evidence of bad faith.

(A) It shall be a prohibited practice for the District wilfully to:

- (1) Interfere, restrain, or coerce District employees in the exercise of the rights granted under this Resolution.
- (2) Dominate, interfere, or assist in the formation, existence, or administration of any employee organization.
- (3) Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, or the terms and conditions of employment.
- (4) Discharge or discriminate against any employee because he has formed, joined, or chosen to be represented by an employee organization.
- (5) Refuse to meet and confer with representatives of recognized employee organizations as required by this Resolution.
- (6) Deny the rights accompanying certification or formal recognition granted pursuant to this Resolution.

- (7) Discriminate against any employee organization or its members for the purpose of denying them employment because of their organizational activities.
 - (8) Fail to exhaust in good faith the direct meeting and conferring process with the duly designated representatives of the recognized employee organizations to endeavor to reach agreement concerning matters within the scope of representation.
- (B) It shall be a prohibited practice for an employee or an employee organization wilfully to:
- (1) Interfere with, restrain, or coerce the District in the exercise of the rights granted under this Resolution.
 - (2) Refuse to meet and confer with the District as required in this Resolution.
 - (3) Fail to exhaust in good faith the direct meeting and conferring process with the District to endeavor to reach agreement concerning matters within the scope of representation.
- (C) In applying this Section, fundamental distinctions between private and public employment shall be recognized, and no body of federal or state law applicable to private employment shall be regarded as binding or controlling precedent.

PART II - ADMINISTRATIVE PROCEDURES

SECTION 1. REPRESENTATION PROCEEDINGS

- (A) FORMAL RECOGNITION AS THE MAJORITY REPRESENTATIVE OF AN APPROPRIATE UNIT
- (1) An employee organization that seeks formal recognition as the majority representative of an appropriate unit shall file a Petition for Recognition with the Employee Relations Officer containing all of the information set forth in Part I, Section 7(A) of this Resolution, accompanied by proof that at least 40 percent of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District provided, however, the employee organization may request that such written proof be submitted to a mutually agreed upon disinterested third party. Upon receipt of the Petition for Recognition, the Employee Relations Officer shall determine whether there has been compliance with the requirements of the Petition for Recognition and whether the proposed unit is an appropriate unit. If an affirmative determination is made by the Employee Relations Officer on the foregoing matter, he shall give notice of

such request for formal recognition to the employees and shall take no action on said request for ten (10) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall inform the employee organization of the reasons therefore in writing.

- (2) Within ten (10) days of the date notice to employees is given, any other employee organization (hereinafter referred to as the "challenging organization"), may seek formal recognition by filing a Petition for Recognition, provided, however, such challenging organization must submit written proof that it represents at least 40 percent of the employees. Thereafter, the Board of Directors shall determine the majority representative in accordance with Part I, Section 9 of this Resolution.
- (3) When an employee organization in the unit found to be appropriate submits written proof that it represents at least 40 percent of the employees in such unit, the Board of Directors shall arrange for a secret ballot election. Any challenging organization which as submitted written proof that it represents at least 40 percent of the employees and has submitted a Petition for Recognition as required by Part I, Section 7 of this Resolution, shall be included on the ballot. Employees entitled to vote in such election shall be those persons regularly employed in permanent positions who were employed during the pay period immediately prior to the date which is fifteen (15) days before the election, including those who did not work during such period because of illness, vacation, or authorized leaves of absence and who are employed by the District in the same unit on the date of the election. An employee organization shall be granted formal recognition following an election if that employee organization has received the vote of a numerical majority of all the employees eligible to vote in the unit in which the election is held (i.e., 50 percent plus 1 of all eligible employees).
- (4) There shall be no more than one valid election in a 12-month period within the same unit.

(B) DECERTIFICATION OF ESTABLISHED UNIT

- (1) A Petition for Decertification alleging that an employee organization granted formal recognition is no longer the majority representative of the employees in an appropriate unit may be filed with the Employee Relations Officer during any month following the first full year of formal recognition. The Petition for Decertification may be filed by a group of employees or their representative or by any employee organization. The Petition for Decertification

shall contain the following information:

- (i) The names, addresses, and telephone numbers of petitioner and a designated representative authorized to receive notices or requests for further information.
 - (ii) The name of the formally recognized employee organization.
 - (iii) An allegation that the formally recognized employee organization no longer represents a majority of the employees in an appropriate unit and any other relevant and material facts.
 - (iv) Written proof that at least 40 percent of the employees do not desire to be represented by the formally recognized employee organization. Such written proof shall be dated within six months of the date upon which the petition is filed and shall be submitted for confirmation to the Employee Relations Officer.
- (2) The Board of Directors shall arrange for a secret ballot election to determine if the formally recognized employee organization shall retain its recognition rights. The formally recognized employee organization shall be decertified if a majority of those casting valid ballots vote for decertification.
 - (3) There shall be no more than one valid decertification election in the same unit in any 12-month period.

(C) DURATION OF FORMAL RECOGNITION

When an employee organization has been formally recognized, such recognition shall remain in effect for one year from the date thereof and thereafter until such time as the Board of Directors shall determine, on the basis of a secret ballot election conducted in accordance with the foregoing rules, that the formally recognized employee organization no longer represents a majority of the employees in the appropriate unit.

(D) COST OF ELECTION PROCEEDING

The cost of any election proceeding and all organization expenses shall be borne by the employee organization or organizations who petition for the election.

(E) IMPASSES IN REPRESENTATION PROCEEDINGS

Any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Board of Directors made pursuant to Subsections (A), (B), or (C) above

shall be processed in accordance with the procedures set forth in Part I, Section 12 of this Resolution. Provided, however, the written request for an impasse meeting, as described in Part I, Section 12 of this Resolution, must be filed by registered or certified United States mail with the Employee Relations Officer within ten (10) days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to the impasse procedures or to any other appeal.

SECTION 2. DUES PAYROLL DEDUCTION

Only a formally recognized employee organization (i.e., the majority representative of employees in an appropriate unit) may be granted permission by the Board of Directors to have dues of its members deducted from their paychecks.

Dues deduction shall be made only upon the voluntary written authorization of the member and shall be continued until such time as cancelled by the member upon voluntary written notice to the Employee Relations Officer. Dues deduction authorization or cancellation shall be made upon cards provided by the Employee Relations Officer.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member in good standing of the formally recognized employee organization is in a nonpay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a nonpay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Dues withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations who receive payroll deduction for dues shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of the deduction of employee organization dues. In addition, all such employee organizations shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

SECTION 3. REASONABLE TIME OFF TO MEET AND CONFER

The formally recognized employee organization may select not more than three employee members of such organization to attend

scheduled meetings with the Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Employee Relations Officer may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, except in emergencies, submit the names of all such employee representatives to the Employee Relations Officer at least two working days in advance of such meetings. Provided, further;

- (1) That no employee representative shall leave his or her duty or work station or assignments without specific approval of the department head or other authorized District management official, and
- (2) that any such meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances, and attendance by all employees at such scheduled meetings shall be without compensation.

SECTION 4. ACCESS TO WORK LOCATIONS

- (A) Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives by the Employee Relations Officer upon request. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- (B) Solicitation of membership and activities concerned with the internal management and/or creation of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours unless specifically authorized in writing by the Employee Relations Officer. Employee organizations seeking recognition shall submit a statement to the Employee Relations Officer certifying that such organizational activities required to establish such employee organization have not been conducted during the working hours of employees paid by the District except as approved in writing by the Employee Relations Officer.

SECTION 5. USE OF DISTRICT FACILITIES

Employee organizations may, with the prior approval of the Employee Relations Officer, be granted the use of District facilities for meetings of District employees provided space is available and

Provided, further, such meetings are not used for membership drives of District employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The District reserves the right to assess reasonable charges for the use of such facilities.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such other equipment in approved District facilities notwithstanding.

SECTION 6. USE OF BULLETIN BOARDS

Recognized employee organizations may use portions of District bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the organization that published them.
- (2) The actual posting of materials will be done by the District as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Employee Relations Officer considers objectionable or in bad taste will not be posted.
- (3) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
- (4) An employee organization that does not abide by these rules will forfeit its right to have materials posted on District bulleting boards.

SECTION 7. AVAILABILITY OF DATA

The District will make available to recognized employee organizations such information pertaining to employment relations as is contained in the public records of the District, subject to the limitations and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the District's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this rule shall be construed to require disclosure of records that are:

- (1) Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles except with the prior written authority of the aggrieved employee.
- (2) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- (3) Records pertaining to pending litigations to which the District is a party or to claims or appeals which have not been settled.
- (4) Nothing in this rule shall be construed as requiring the District to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the District. This does not preclude, however, the employee organizations contracting with the District for such programming or assembled data on a cost basis.

SECTION 8. PEACEFUL PERFORMANCE OF DISTRICT SERVICES

Participation by any employee in a strike or work stoppage may, at the discretion of the District, subject the employee to disciplinary action, including discharge. No employee organization, its representatives, or members shall engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind.

If a recognized employee organization, its representatives, or members engage in, cause, instigate, encourage, or condone a strike or work stoppage of any kind, the Board of Directors may suspend or revoke the recognition granted to such employee organization, may prohibit the use of bulletin boards, may prohibit the use of District facilities, and may prohibit access to work or duty stations by such organization.

As used in this Section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment.

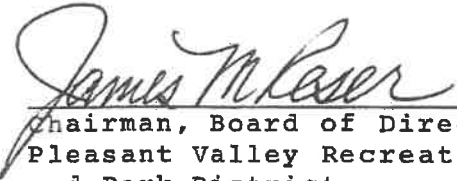
Any decision of the Employee Relations Officer made under the provision of this section may be appealed to the Board of Directors of the District by filing by registered or certified United States

Mail a written Notice of Appeal with the Employee Relations Officer accompanied by a complete statement setting forth all of the grounds upon which the appeal is based. Such notice must be filed within ten (10) days after the affected employee organization first receives notice of the decision upon which its complaint is based or its complaint will be considered closed and not subject to any other appeal.

CONSTRUCTION

- (A) Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws.
- (B) The rights, powers, and authority of the Board of Directors in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.

PASSED AND ADOPTED this 9th day of August, 1973.


Chairman, Board of Directors
Pleasant Valley Recreation
and Park District

ATTEST:


Clerk of the Board

9. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:

- A. Chairman Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager’s Report