

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
March 2, 2022**

Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are required to be worn by unvaccinated individuals and strongly recommended for fully vaccinated individuals in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.

This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public can observe and participate in the meeting as follows:

- 1. Attend in person or you may observe the PVPRD Board meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29.**
- 2. The meeting will also be live streamed on YouTube at:
<https://www.youtube.com/channel/UCCjEyMW3h472YEO9gI3Qgig>**
- 3. Zoom Meeting Information:**
 - Meeting Link: <https://us06web.zoom.us/j/82998616119>**
 - Webinar ID: 829 9861 6119**
 - Phone Number: 1-669-900-6833**
 - a. Cell Phone/Computer with Microphone: Click on the Zoom webinar link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
 - b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call into the listed phone number above and when prompted, enter the Webinar ID and Passcode. After entering those items, you will be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing *9. Then, follow the speaking instructions below.

Speaking Instructions

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Committee. **Please ensure all background noise is muted (TV, radio, etc.)** You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes has elapsed your microphone will be muted and the next speaker will be invited to speak.

5:30 P.M.

CLOSED SESSION

- 1. CALL TO ORDER**
 - A. Recess to Closed Session**
 - B. Closed Session**

1) Conference with Legal Counsel – Anticipated Litigation

The Board will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), to consider the claim of Andrew Peralta. The claim is available for inspection pursuant to Government Code sec. 54957.

C. Reconvene into Regular Meeting

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #703

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 any agenda item(s), or add any emergency agenda item(s).

5. PRESENTATIONS

A. District Highlights

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 make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item 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 Regular Board Meeting of February 3, 2022 and Special Board Meeting of February 5, 2022

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before January 31, 2022.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for January 2022.

D. Review and Approval of Surplus Supplies and Equipment List

The Board can review the current equipment list provided for the uniform disposal of District owned surplus personal property.

E. Consideration and Adoption of Resolution No. 701, A Resolution of the Board of Directors of the Pleasant Valley Recreation and Park District Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and all Standing Committees of the District for the 30-Day Period Beginning March 6, 2022 through April 4, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

A new resolution will need to be adopted every 30 days in order to proclaim a local emergency persists and re-authorize the use of remote teleconference meeting procedures.

F. Consideration and Approval of the Purchase of Fleet Vehicle

The Ford F-150 will replace a 2005 Ford F-150 pick-up which has nearly 200,000 miles and is more than fifteen years old.

G. Consideration and Approval of Request for Proposals for 2022 Summer Concert Series Sound and Lighting

The District is looking for qualified firms that have professional equipment and expertise in the field to submit a request for proposals (RFP) for the 2022 Summer Concert Series.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Budget Transfer and Adoption of Resolution No. 702 Approving the Mid-Year Budget Adjustments for FY 2021-2022

Budget revisions during the fiscal year are consistent with accounting practices and recommended by the District's auditors.

Suggested Actions: A MOTION to:

- 1) Approve a budget transfer of \$19,500 Camps/Classes/Community Partnerships to Recreation Administration (\$5,100) and Senior Programs Public Fees to Senior Programs Bingo (\$14,400) **AND**
- 2) Adopt Resolution No. 702 to Approve Mid-Year Budget Adjustments for FY 2021-2022.

B. Somis Ranch Farmworker Housing Project Annexation Update

On February 17, 2022, the District received the Certificate of Completion formally completing the annexation for the proposed area.

Suggested Action: Informational item only.

C. Consideration and Approval of a Six-Week Turf Maintenance & Rest Closure at Springville Dog Park

Closing the park for a six-week period in the beginning of the peak growing season will allow staff to perform the necessary turf maintenance practices and give adequate rest to rejuvenate the turf.

Suggested Action: A MOTION to Approve and authorize the closure of the Springville Dog Park for turf maintenance and approve a temporary dog park located at Freedom Park.

D. Consideration and Approval of Request for Proposals for a Public Consulting Firm to Assist District with Evaluation of Voter Opinion Surveys and Polling Services

At the February 10, 2022 District and City Liaison Committee meeting, it was decided the next steps would be to conduct a voter survey and to work with a financial planner to evaluate funding options for the Senior/Community Recreation Facility project.

Suggested Action: A MOTION to Approve and authorize the General Manager to issue a Request for Proposals seeking a consulting firm to assist the District with the evaluation of voter opinion surveys and polling services.

E. Consideration and Approval to Authorize General Manager to Enter into an Analysis Agreement with Utility Cost Management LLC

Utility Cost Management LLC, an endorsed affiliate of CSDA, has approached Pleasant Valley Recreation & Park District to provide an analysis of the District's electric utility costs through the study of data, rates, and regulations with the goal outcome of reducing the District utility costs.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a preliminary analysis agreement with Utility Cost Management LLC.

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair 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. Ad Hoc Committees –City of Camarillo Liaison, Miracle League, Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members

10. 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
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
February 3, 2022**

5:00 P.M. CLOSED SESSION

1. CALL TO ORDER/ROLL CALL

A. Recess to Closed Session

B. Closed Session

1) Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6 with the District's negotiators, Mary Otten, Kathryn Drewry, and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721.

2) Public Employee Performance Evaluation and Compensation

The District Board held a closed session with the District's personnel officer and the General Manager, pursuant to Government Code Sections 54957 and 54957.6(a), to conduct an employee performance evaluation of the General Manager and to discuss the salary, compensation and fringe benefits provided to the General Manager.

C. Reconvene into Regular Meeting

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:00 p.m. by Chair Kelley with nothing to report from the closed session.

6:00 P.M. REGULAR MEETING

2. PLEDGE OF ALLEGIANCE

Karen Roberts led the pledge.

3. ROLL CALL

All present. Colin Tanner - remote

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst/Clerk of the Board Dylan Gunning, Administrative Analyst Jessica Puckett, Recreation Supervisor Lanny Binney, Human Resources Specialist Kathryn Drewry, Park Supervisors Brandon Lopez and Nick Marienthal and Development Analyst Katlyn Simber-Clickener.

4. AMENDMENTS TO THE AGENDA

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Roberts to accept the agenda as presented.

**Motion to
Accept Agenda
as Presented**

Voting was as follows:

Ayes: Magner, Roberts, Dransfeldt, Malloy, Chair Kelley

Noes:
Absent:

Carried

Motion: Carried

5. PRESENTATION

A. Capital Projects Update

Park Services Manager Bob Cerasuolo provided updates on the following 2021/2022 completed capital projects - Springville Lower Parking Lot, Mission Oaks Parking Lot, Conference Room HVAC, and Pool Vacuum and the projects in progress - Fleet Vehicle Truck, LED Tennis Court Lighting, Retro Lighting EECA Loan, and Senior Center: Carpet/Sound Boards. The Quimby projects include the Arneill Ranch Park renovation, the Community Center Kitchen remodel and the Freedom Park Pickleball project.

6. PUBLIC COMMENT

No comments.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of January 5, 2022
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 698 Directing SCI Consulting Group to Prepare the FY 2022-2023 Engineer's Report for the Assessment District
- E. Consideration and Approval of Internet and VoIP Services Provider Request for Proposals
- F. Amend and Restate Memorandum of Understanding between the Pleasant Valley Recreation and Park District and the Boys & Girls Club of Camarillo Regarding the Construction and Use of a Trash Enclosure at Bob Kildee Park
- G. Consideration and Adoption of Resolution No. 699, A Resolution of the Board of Directors of the Pleasant Valley Recreation and Park District Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and all Standing Committees of the District for the 30-Day Period beginning February 4, 2022 through March 5, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the Consent Agenda.

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Magner, Malloy, Dransfeldt, Roberts, Chair Kelley

Noes:

Absent:

Carried

Motion: Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Resolution No. 700 to Accept, Adopt and Implement Tentative Agreement for a Successor Memorandum of Understanding Between District and SEIU Local 721 and Adjusting Employee Compensation and Benefits as Outlined

Human Resources Specialist Kathryn Drewry presented a resolution to adopt the tentative agreement for a successor MOU with SEIU Local 721. The Board thanked the negotiating representatives of the District and SEIU for being able to come together for an agreement.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve Resolution No. 700, accepting, adopting and implementing the Tentative Agreement that was reached between the labor negotiation representatives from the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union Local 721 representing District employees (“SEIU Local 721” or “Union”).

Motion to Approve Reso 700, Tentative Agreement with SEIU

Voting was as follows:

Ayes: Magner, Dransfeldt, Roberts, Malloy, Chair Kelley

Noes:

Absent:

Carried

Motion: Carried

B. Consideration to Approve Letter to Send to the City of Camarillo for kidSTREAM to Submit a Conditional Use Permit Application

General Manager Mary Otten submitted a letter to be considered by the Board to send to the City of Camarillo which would authorize kidSTREAM to submit a Conditional Use Permit application for Bob Kildee Park. Ms. Otten stated that Michael Shanklin, executive director of kidSTREAM, was in the audience available for any questions. Discussion included: City’s projection of parking spaces needed for expansion, limit of additional parking space available to both the District and kidSTREAM, consideration of future land use, and the complementary nature of kidSTREAM’s scope and programs with the Boys & Girls Club’s programs and the District’s programs.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve and authorize the General Manager to submit a letter to the City of Camarillo authorizing kidSTREAM to submit a Conditional Use Permit application.

Motion to Approve Letter to City for kidSTREAM Use Permit Application

Voting was as follows:

Ayes: Magner, Malloy, Dransfeldt, Roberts, Chair Kelley

Noes:

Absent:

Motion: Carried

Carried

C. Consideration and Approval of Request for Bids for a Prefabricated Building to Replace the Garage Structure for a Nature Education Classroom at Camarillo Grove Park
Development Analyst Katlyn Simber-Clickener presented consideration for a request from the Foundation Board for bids for a prefabricated building at Camarillo Grove Park. Discussion involved: cost savings with a prefab building; the inclusion of a new foundation, electrical, (no plumbing) windows and pitched roof in the \$50,000 request; and District demolition of the old building.

Chair Kelley called for motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the request for bids for building and delivering a prefabricated building at Camarillo Grove Park to serve as a Nature Education Classroom.

Motion to Approve Request for Bids for Prefab at Cam Grove

Voting was as follows:

Ayes: Magner, Dransfeldt, Roberts, Malloy, Chair Kelley

Noes:

Absent:

Motion: Carried

Carried

D. Consideration of Proposed Cell Towers at Bob Kildee and Freedom Parks

Administrative Analyst Dylan Gunning presented the Board with proposals from Eukon to install two new cell phone towers at Bob Kildee and Freedom Parks. Discussion included: zero impact on storage area at Bob Kildee Park, implementation involving working light poles, and positive revenue.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve the General Manager to sign the Letters of Authorization for the proposed antennae and related telecommunication equipment located at Freedom Park and Bob Kildee Park.

Motion to Approve Letters to Eukon for Cell Tower Proposals at Bob Kildee and Freedom

Voting was as follows:

Ayes: Magner, Roberts, Dransfeldt, Malloy, Chair Kelley

Noes:

Absent:

Motion: Carried

Carried

E. Consideration for Setting Dates of Budget Workshops

Administrative Services Manager Leonore Young presented possible dates for the Board to consider for the 2022-2023 Budget Workshops. Discussion included available dates in April and May and staff was given direction to follow up with the board members.

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Kelley – No additional items.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner reported on the February 1st annual meeting in which Director Malloy was named Director of the Year and Brain Pendleton of the Ventura Port District as General Manager of the Year. CSDA – Director Magner reported the legislative

committee met twice in January and Ms. Magner presented the Federal Legislator of the Year award to Congressman Carbajal of the Central Coast.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported the Sierra Club had a presentation regarding a wetlands opening, \$5 million left from the Wildfire Resiliency Funding and that the next meeting will take place on February 28.

E. Standing Committees – Finance – Director Roberts reported that the District is on target with finances and has received 56% of the property tax apportionments and some park impact fees. Liaison – No meeting. Long Range Planning – No meeting. Personnel - Director Magner stated they reviewed the Park Ranger policy which will be reviewed by the union for negotiations before it comes to the Board. Policy – No report.

F. Ad Hoc Committees – City Liaison Committee will meet on February 10. Pickleball Committee meeting will be held February 8 at 2pm in Room #6. There was a pickleball tournament in January with 112 players who raised over \$2000 for ALS.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner stated that the Foundation will be excited to move forward with the prefab structure at Camarillo Grove Park. The next fundraiser will be at Sharkey’s on March 29 and the annual fundraiser will be held August 19.

H. General Manager’s Report – General Manager Mary Otten reported that the ADA transition plan surveys are due February 28. Other updates included: progress of the District fee study, the upcoming installation of LED lights at the tennis courts, supply chain issues with dog bags and playground equipment, the start of adult softball and kickball leagues on February 26, an upcoming Camarillo and Rio Mesa High School baseball game, and registration of 130 families for the CDBG program with food bags being distributed to about 71 on a regular basis. The Board Goal Setting Workshop starts at noon in the Senior Center on Saturday, February 5. The District has been talking to the police department regarding the increase in graffiti at the parks and a civil engineer attributed the soil erosion next to the Mission Oaks tennis courts to leaky water pipes which will be fixed during the week the LED lights are being installed there.

I. Board Members – Director Malloy reported on the January meetings attended and acknowledged the honor of receiving the Director of the Year award. Mr. Malloy stated that December’s water budget came in at 6% due to the rain. Director Roberts mentioned attending the Christmas Parade and the employee recognition event in December and his first VCSDA meeting in January.

10. ADJOURNMENT

Chair Kelley adjourned the meeting at 7:35 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Robert Kelley
Chair

**Pleasant Valley Recreation and Park District
Administration Office – Senior Center
Minutes of Special Meeting
February 5, 2022**

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 12:00 p.m. by Chair 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, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Administrative Analyst/Clerk of the Board Dylan Gunning, Recreation Supervisors Lanny Binney and Macy Trueblood, Park Supervisors Brandon Lopez and Nick Marienthal, Human Resources Specialist Kathryn Drewry and Development Analyst Katlyn Simber-Clickener.

4. ADOPTION OF AGENDA

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to adopt the agenda as presented.

Voting was as follows:

Ayes: Magner, Malloy, Dransfeldt, Roberts, Chair Kelley

Noes:

Absent:

Motion: Carried

**Motion to
Adopt
Agenda as
Presented**

Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

A. Consideration and Approval of the Full-Time and Part-Time Year-Round Salary Schedule for Non-Represented Classifications

Human Resources Specialist Kathryn Drewry presented an updated 2022 Salary Schedule which allows for a 2% COLA increase effective February 12, 2022 for District employees not represented by SEIU Local 721.

Chair Kelley called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve the updated 2022 Salary Schedule which includes the 2% COLA for non-represented employees.

Motion to Approve 2022 Salary Schedule

Ayes: Malloy, Magner, Dransfeldt, Roberts, Chair Kelley

Noes:

Absent:

Carried

Motion: Carried

B. Annual Board Goal Setting Workshop

General Manager Mary Otten presented the following outline to review and discuss goals for 2022 and 2023.

- I. Strategic Plan Overview
- II. Review of Mission Statement
- III. Year 1
 - i. Accomplishments
 - ii. Items Currently in Progress
- IV. Year 2 Goals Discussion
- V. Board Discussion Items & Committee Goals
- VI. Final Adjustments for Year 2 Goals

Strategies Completed and the Strategies in Progress for Year 1 were reviewed for the following Strategic Focus Areas:

1. Sustained Financial Stability
2. A New Senior/Community Center
3. Completion of Outstanding Projects
4. Increased Programming Clarity
5. Employee Morale and Succession Plan

Board discussion included: land value determination of Somis Ranch Farmworker Housing Project Annexation; possible discussion with county regarding park impact fee; savings and rebates for turf mitigation at Arneill Ranch Park and Pitts Ranch Park; voter RFP and costs for new senior/community center.

Within the same 5 Strategic Focus Areas for Year 2, goals were reviewed and discussed. Board discussion included: interest in a special events policy for larger external events; consideration of running water to new prefab building at Camarillo Grove Park for future usage; access to CSDA salary survey; consideration of existing facilities upgrades in addition to costs of new senior/community center; and possible ballot measure.

Board Discussion Items listed for review were:

- Special Events Policy
- Turf Mitigation

- Capital Projects 2022
 - Community Partnership Opportunities
- Grant Opportunities
 - Clean Initiatives
 - Extend Calleguas Bike/Walking Trail
 - COVID-19 Funding

Board discussion included: placing procedures in place for larger external events; request for conversion costs along with savings, materials and park sites for turf mitigation; direction to look at possible lights for fenced Freedom Park dog area to alleviate overuse and crowding at other dog parks; direction to work with CGSA who has \$100,000 to put towards overhead clamshell fencing at Mission Oaks softball fields; CPBA request to raise the fencing at Hibbits Field to 6 feet with a need to look at the organization’s contribution; grant money for a minimum of 10 vehicle charging stations; possibly look at hybrid vehicles or sharing charging facilities with the county or city; direction to look at extension of the Calleguas bike/walking trail out to CSUCI with key partners such as VCTC, the City and the County Board of Supervisors; direction to look into Ferguson Grants for assistance; desire to keep \$230,000 received from COVID-19 funding in a designated project cash account rather than split it up; interest in a comprehensive parks master plan in Year 2; request to work with the Tournament Policy since Fee Study is in progress; consideration to continue the certified special district director training and governance training; payment of the application fee for an employee to attend the Ventura County Leadership Academy dependent on staff needs; tuition reimbursement for non-represented employees and possible sites for disc golf.

7. **ADJOURNMENT**

Chair Kelley adjourned the meeting at 2:35 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Robert Kelley
Chair

Pleasant Valley Recreation and Park District
 Finance Report
 January 2022

	Date	Amount	
Accounts Payables:	January 2022	\$ 309,261.12	
	Total	\$ 309,261.12	
Payroll (Total Cost):	1/6/2022	\$ 122,288.83	
	1/6/2022	\$ 2,158.03	
	1/20/2022	\$ 130,549.61	
	Total	\$ 254,996.47	
Outgoing: Online Payments			
	1/6/2022	\$ 458.70	VSP- Vision Insurance
	1/6/2022	\$ 1,824.80	The Hartford
	1/6/2022	\$ 2,707.78	The Guardian
	1/6/2022	\$ 352.44	Aflac
	1/6/2022	\$ 32,685.68	PERS Health Insurance Premium
	1/6/2022	\$ 14,525.26	CALPERS- Ret.-PR-1/6/2022
	1/20/2022	\$ 14,009.00	CALPERS- Ret.-PR-1/20/2022
	1/5/2022	\$ 4,157.55	Wex Fuel Payment
	Total	\$ 70,721.21	
	Grand Total	\$ 634,978.80	

CASH REPORT

	1/31/2022 Balance	1/31/2021 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 270,229.33	\$ 487,657.97	
457 Pension Trust Restricted	\$ 83,851.08	\$ 115,956.03	
Quimby Fee - Restricted	\$ 360,404.22	\$ 63,644.53	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 3,305,160.70	\$ 4,535,003.72	
Park Impact Fees	\$ 165,364.20	\$ -	
FCDP Checking	\$ 13,601.16	\$ 21,589.01	
Total	\$ 4,198,610.69	\$ 5,639,272.40	
Semi-Restricted Funds			
Assessment	\$ 815,962.43	\$ 761,873.48	
Capital Improvement	\$ 345,025.05	\$ 264,530.82	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
LAIF - Capital	\$ 2,072,848.10	\$ 2,166,183.28	
Designated Project		\$ 16,397.94	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,894,679.38	\$ 3,714,829.32	
Unrestricted Funds			
Contingency	\$ 4,697,312.75	\$ 12,209.42	
LAIF/Cal Trust - Contingency	\$ -	\$ 2,944,682.30	
General Fund Checking	\$ 140,372.32	\$ 290,393.38	
Total	\$ 4,837,685.07	\$ 3,247,285.10	
Total of all Funds	\$ 12,930,975.14	\$ 12,601,386.82	\$ 329,588.32

	2/9/2022 Balance	2/28/2021 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 270,229.33	\$ 356,698.23	
457 Pension Trust Restricted	\$ 75,373.95	\$ 86,355.98	
Quimby Fee - Restricted	\$ 360,404.22	\$ 464,705.34	
Multi-Bank Securities Restricted	\$ -	\$ 11,741.14	
Ventura County Pool - Restricted	\$ 3,305,160.70	\$ 4,538,368.15	
Park Impact Fees	\$ 165,364.20	\$ -	
FCDP Checking	\$ 13,601.16	\$ 21,589.01	
Total	\$ 4,190,133.56	\$ 5,479,457.85	
Semi-Restricted Funds			
Assessment	\$ 794,838.89	\$ 731,241.73	
Capital Improvement	\$ 645,010.49	\$ 264,541.89	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
LAIF - Capital	\$ 2,072,848.10	\$ 2,168,016.82	
Designated Project	\$ 230,484.00	\$ 16,397.94	
Contingency - Dry Period	\$ 397,645.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 20,000.00	
Contingency - Repair/Oper/Admin	\$ 265,000.00	\$ 200,000.00	
Total	\$ 4,505,670.28	\$ 3,841,042.18	
Unrestricted Funds			
Contingency	\$ 3,997,312.75	\$ 12,210.64	
LAIF/Cal Trust - Contingency	\$ -	\$ 2,292,597.55	
General Fund Checking	\$ 283,126.61	\$ 533,710.59	
Total	\$ 4,280,439.36	\$ 2,838,518.78	
Total of all Funds	\$ 12,976,243.20	\$ 12,159,018.81	\$ 817,224.39

Pleasant Valley Recreation & Park District

FY 21-22 Investments Summary

31-Dec-21

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	YTD Interest Earned
LAIIF - Capital	\$ 1,710.65	\$ 1,475.40			\$ 3,186.05
Ventura County Pool / CALTRUST / LAIF					
County Pool Restricted -0241	\$ 3,625.02	\$ 2,996.48			\$ 6,621.50
LAIIF / CALTRUST / County Unrestricted- 0240	\$ 3,356.31	\$ 2,005.03			\$ 5,361.34
Pacific Western Bank Accounts					
457 Pension	\$ 8.45	\$ 8.46			\$ 16.91
Assessment District	\$ 95.37	\$ 45.73			\$ 141.10
Capital	\$ 11.13	\$ 20.26			\$ 31.39
Contingency	\$ 16.86	\$ 62.89			\$ 79.75
Debt Service	\$ 19.23	\$ 15.28			\$ 34.51
Quimby	\$ 52.89	\$ 79.27			\$ 132.16
Interest Earnings Summary	Q1	Q2	Q3	Q4	Interest Earned
Total Dividends and Interest	8,895.91	6,708.80	-	-	\$ 15,604.71

Ventura County Pool

Investment Name	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021
Ventura County Pool	1.103%	.958%	.796%	.690%	.518%	.464%	.495%	.410%	.383%
	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022
Ventura County Pool	.357%	.361%	.331%	.305%	.322%	.310%	.300%	.310%	.330%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021
Local Agency Investment Fund (LAIF)	.784%	.685%	.620%	.576%	.540%	.458%	.407%	.357%	.339%
	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022
Local Agency Investment Fund (LAIF)	.315%	.262%	.330%	.221%	.206%	.203%	.202%	.212%	.234%

Cal Trust

Investment Name	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021
Cal Trust	.004%	.09%	.07%	.04%	.03%	.03%	.03%	.05%	.05%
	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022
Cal Trust	.05%	.03%	.04%	.03%	.03%	.03%	.03%	.03%	.03%

Pacific Western Bank

Investment Name	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021
Pacific Western Bank									
	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022
Pacific Western Bank								.04%	.04%

**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: March 2, 2022

SUBJECT: FINANCE REPORT JANUARY 2022

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements of January 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JANUARY 31, 2022

The District's Statements of Revenues and Expenditures for the period of July 1, 2021, through January 31, 2022, with a year-to-date comparison for the period of July 1, 2020, through January 31, 2021, are attached. The percentage rate used for the 2021-2022 fiscal year budget is 59% for Period 7 of the fiscal year.

REVENUES

Total revenue for the 7th month ending January 31, 2022 for Fund 10 (General Fund) has an overall increase of \$570,094 in comparison to fiscal year 2020-2021. This variance from prior year is primarily made up of an increase in Other Miscellaneous Revenue #5575 (\$244,916), due to COVID-19 relief funds received, Tax Apportionment #5510-5240 (\$177,735), Rental #5530 (\$125,769) and other accounts with small variances.

Total revenue for the 7th month ending January 31, 2022 for Fund 20 (Assessment District) is at 58.90% of budget.

Fund 30, the Park Dedication Fund only received interest earning for the month of January 2022.

Fund 40, the Park Impact Fee Fund had no activity for the month of January 2022.

Fund 50, the Community Development Block Grant (CDBG) Fund – Food Share had no activity for the month of January 2022.

EXPENDITURES

Personnel Expenditures have increased by \$25,813 for fiscal year 2021-2022 in comparison to personnel expenses for the same time last year. This variance is due to multi line item increases and decreases.

Service and Supply Expenditures for Fund 10 have increased \$176,697 in comparison to the same time as last year and is at 52.04% of budget. The main line items that make up the majority of this variance are: 1) Instructor Services #7120 (\$34,048), 2) Registration Fees #6950 (\$37,622), 3) Professional Services #7100 (\$34,048) and 4) Electric #7830 (\$32,520).

Fund 20 is at 51.66% in Personnel and 77.48% in Service and Supplies. Staff will be bringing a budget adjustment to the March Board meeting to get Services and Supplies in line for June 30, 2022.

Fund 30 has no Personnel Expenses nor Services and Supplies for the month of January 2022.

Fund 40 had no activity in Personnel or Services and Supplies for the month of January 2022.

Fund 50 activity in Personnel is at year-to-date \$11,658 and Services and Supplies year-to-date \$322 for the month of January 2022.

The capital projects in Fund 10 (General Fund) and Fund 30 (Quimby Fee Fund) have started to show progress and funds expended.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 6.23% and over in Fund 20 by 17.79%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for January 2022 for Fund 10, Fund 20, Fund 30, Fund 40 and Fund 50.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of January 31, 2022, Fund 10 (3 pages)
- 2) Financial Statement of Revenues and Expenditures as of January 31, 2022, Fund 20 (1 page)
- 3) Financial Statement of Revenues and Expenditures as of January 31, 2022, Fund 30 (1 page)
- 4) Financial Statement of Revenues and Expenditures as of January 31, 2022, Fund 40 (1 page)
- 5) Financial Statement of Revenues and Expenditures as of January 31, 2022, Fund 50 (1 page)

General Ledger
Fund 10 General Fund
January 2022 59%

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	\$ (91,022.89)	\$ (4,070,021.09)	\$ (4,247,756.50)	\$ (7,301,920.00)	\$ (3,054,163.50)	58.17%
Interest Earnings	5310	\$ -	\$ (17,785.05)	\$ (4,728.15)	\$ (14,928.00)	\$ (10,199.85)	31.67%
Hill Fire 2018	5465	\$ -	\$ (219,884.01)	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ -	\$ (1,100.00)	\$ (308.59)	\$ (2,200.00)	\$ (1,891.41)	14.03%
Bingo Revenue	5508	\$ -	\$ -	\$ (5,795.25)	\$ -	\$ 5,795.25	0.00%
Excess Bingo Funds	5509	\$ -	\$ -	\$ (2,653.60)	\$ -	\$ 2,653.60	0.00%
Contract Classes-Public Fees	5510	\$ (16,032.25)	\$ (31,345.05)	\$ (106,353.42)	\$ (68,380.00)	\$ 37,973.42	155.53%
Public Fees	5511	\$ (18,166.50)	\$ (14,945.65)	\$ (74,546.77)	\$ (244,121.00)	\$ (169,574.23)	30.54%
Public Fees-Entry Fees	5520	\$ (2,860.00)	\$ (2,019.00)	\$ (21,258.00)	\$ (25,840.00)	\$ (4,582.00)	82.27%
Vending Concessions	5525	\$ (253.08)	\$ -	\$ (620.40)	\$ (2,500.00)	\$ (1,879.60)	24.82%
Rental	5530	\$ (32,776.23)	\$ (97,325.18)	\$ (223,094.14)	\$ (261,412.00)	\$ (38,317.86)	85.34%
Cell Tower Revenue	5535	\$ (8,465.06)	\$ (56,823.35)	\$ (59,097.77)	\$ (91,704.00)	\$ (32,606.23)	64.44%
Parking Fees	5540	\$ (553.00)	\$ (3,497.30)	\$ (8,619.62)	\$ (7,012.00)	\$ 1,607.62	122.93%
CAPRI Workers Comp Prior Year	5546	\$ (15,947.55)	\$ -	\$ (15,947.55)	\$ -	\$ 15,947.55	0.00%
Activity Guide Revenue	5555	\$ -	\$ (850.00)	\$ (1,700.00)	\$ (10,000.00)	\$ (8,300.00)	17.00%
Sponsorships/Donations	5558	\$ -	\$ (150.00)	\$ -	\$ (1,000.00)	\$ (1,000.00)	0.00%
Staffing Cost Recovery	5563	\$ (28,185.50)	\$ (5,785.00)	\$ (41,115.75)	\$ (29,110.00)	\$ 12,005.75	141.24%
Special Event Permits	5564	\$ -	\$ (400.00)	\$ (700.00)	\$ -	\$ 700.00	0.00%
Security Services Recovery	5566	\$ (2,275.00)	\$ -	\$ (2,761.00)	\$ -	\$ 2,761.00	0.00%
Contributions	5570	\$ (20,000.00)	\$ (35,000.00)	\$ (71,951.95)	\$ (72,000.00)	\$ (48.05)	99.93%
Grants	5573	\$ -	\$ (13,099.00)	\$ -	\$ -	\$ -	0.00%
Other Misc Revenue	5575	\$ (257,266.49)	\$ (49,732.61)	\$ (294,649.02)	\$ (54,880.00)	\$ 239,769.02	536.90%
Credit Card Processing Fee	5576	\$ -	\$ (53.36)	\$ (67.75)	\$ -	\$ 67.75	0.00%
Cash Over/Under	5580	\$ -	\$ (56.00)	\$ (45.00)	\$ -	\$ 45.00	0.00%
Incentive Income	5585	\$ -	\$ (329.75)	\$ (833.39)	\$ (2,700.00)	\$ (1,866.61)	30.87%
Reimbursement - ROPS	5600	\$ -	\$ (373,105.94)	\$ (396,407.90)	\$ (125,000.00)	\$ 271,407.90	317.13%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (17,610.38)	\$ -	\$ -	\$ -	0.00%
Surplus Carryover	5991	\$ -	\$ -	\$ -	\$ (16,397.00)	\$ (16,397.00)	0.00%
Revenue		\$ (493,803.55)	\$ (5,010,917.72)	\$ (5,581,011.52)	\$ (8,331,104.00)	\$ (2,750,092.48)	66.99%
YTD Comparison				\$ (570,093.80)			
Personnel							
Full Time Salaries	6100	\$ 166,003.78	\$ 1,291,855.24	\$ 1,245,423.17	\$ 2,470,564.00	\$ 1,225,140.83	50.41%
Overtime Salaries	6101	\$ 1,138.90	\$ 6,616.78	\$ 7,358.90	\$ 23,594.00	\$ 16,235.10	31.19%
Car Allowance	6105	\$ 857.25	\$ 6,230.55	\$ 6,257.06	\$ 10,800.00	\$ 4,542.94	57.94%
Cell Phone Allowance	6108	\$ 1,115.49	\$ 7,976.49	\$ 7,912.40	\$ 15,420.00	\$ 7,507.60	51.31%
Part-Time Salaries	6110	\$ 19,155.94	\$ 87,758.52	\$ 198,797.15	\$ 479,525.00	\$ 280,727.85	41.46%
Retirement	6120	\$ 29,307.52	\$ 223,650.27	\$ 208,821.99	\$ 435,765.00	\$ 226,943.01	47.92%
457 Pension	6121	\$ 87.17	\$ 66,473.26	\$ 6,464.17	\$ 7,000.00	\$ 535.83	92.35%
Deferred Compensation	6125	\$ 365.56	\$ 2,661.90	\$ 2,600.41	\$ 4,752.00	\$ 2,151.59	54.72%
Employee Insurance	6130	\$ 10,318.14	\$ 201,420.03	\$ 135,216.52	\$ 343,440.00	\$ 208,223.48	39.37%
Workers Compensation	6140	\$ 11,770.98	\$ 44,903.84	\$ 84,188.05	\$ 188,202.00	\$ 104,013.95	44.73%
Unemployment Insurance	6150	\$ -	\$ 9,556.00	\$ 39.41	\$ 40,000.00	\$ 39,960.59	0.10%
Loan - Pension Obligation	6160	\$ 22,018.17	\$ 149,766.17	\$ 154,127.17	\$ 264,218.00	\$ 110,090.83	58.33%
PERS Unfunded Liability	6170	\$ -	\$ 434,065.00	\$ 501,541.00	\$ 516,970.00	\$ 15,429.00	97.02%
Personnel		\$ 262,138.90	\$ 2,532,934.05	\$ 2,558,747.40	\$ 4,800,250.00	\$ 2,241,502.60	53.30%
YTD Comparison				\$ 25,813.35			
Services and Supplies							
Telephone/Internet	6210	\$ 2,324.03	\$ 11,693.69	\$ 12,749.90	\$ 21,008.00	\$ 8,258.10	60.69%
Internet Services	6220	\$ 4,238.00	\$ 10,348.00	\$ 16,165.00	\$ 36,862.00	\$ 20,697.00	43.85%
IT Infrastructure	6230	\$ -	\$ 360.50	\$ 539.62	\$ 2,000.00	\$ 1,460.38	26.98%
Computer Hardware/Software	6240	\$ 4,795.38	\$ 5,078.68	\$ 7,602.19	\$ 12,050.00	\$ 4,447.81	63.09%
Pool Chemicals	6310	\$ 364.64	\$ 832.89	\$ 2,068.84	\$ 8,250.00	\$ 6,181.16	25.08%
Janitorial Supplies	6320	\$ 361.89	\$ 14,254.09	\$ 20,925.91	\$ 48,408.00	\$ 27,482.09	43.23%
COVID - Supplies	6321	\$ -	\$ 3,977.69	\$ 80.44	\$ 5,600.00	\$ 5,519.56	1.44%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ 560.80	\$ 13,745.00	\$ 13,184.20	4.08%
Water Maint & Service	6350	\$ 80.30	\$ 456.25	\$ 356.80	\$ 1,265.00	\$ 908.20	28.21%
Laundry/Wash Service	6360	\$ -	\$ 178.00	\$ -	\$ 880.00	\$ 880.00	0.00%
Insurance Liability	6410	\$ -	\$ 208,084.00	\$ 236,698.00	\$ 228,892.00	\$ (7,806.00)	103.41%
Equipment Maintenance	6500	\$ -	\$ -	\$ 34.30	\$ 900.00	\$ 865.70	3.81%
Fuel	6510	\$ 296.37	\$ 25,032.61	\$ 22,546.68	\$ 51,600.00	\$ 29,053.32	43.70%
Vehicle Maintenance	6520	\$ 4,883.42	\$ 13,479.18	\$ 16,037.71	\$ 35,400.00	\$ 19,362.29	45.30%

General Ledger
Fund 10 General Fund
January 2022 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Office Equipment Maintenance	6530	\$ -	\$ 116.89	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 7,315.64	\$ 11,786.25	\$ 20,129.55	\$ 88,000.00	\$ 67,870.45	22.87%
HVAC	6620	\$ -	\$ 2,382.14	\$ 1,881.64	\$ 8,820.00	\$ 6,938.36	21.33%
Playground Maintenance	6630	\$ 253.23	\$ 2,970.98	\$ 1,308.10	\$ 40,000.00	\$ 38,691.90	3.27%
Turf Removal	6705	\$ 1,422.00	\$ -	\$ 1,422.00	\$ 20,000.00	\$ 18,578.00	7.11%
Grounds Maintenance	6710	\$ 2,499.36	\$ 32,465.37	\$ 38,294.42	\$ 86,220.00	\$ 47,925.58	44.41%
Tree Care	6719	\$ -	\$ 17,683.88	\$ 19,327.50	\$ 30,000.00	\$ 10,672.50	64.43%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 16,397.00	\$ 16,397.00	0.00%
Contracted Pest Control	6730	\$ 600.00	\$ 660.00	\$ 700.00	\$ 2,520.00	\$ 1,820.00	27.78%
Rubbish & Refuse	6740	\$ 5,299.48	\$ 41,650.13	\$ 40,362.37	\$ 79,346.00	\$ 38,983.63	50.87%
Vandalism/Theft	6750	\$ 50.19	\$ -	\$ 86.21	\$ 500.00	\$ 413.79	17.24%
Memberships	6810	\$ -	\$ 11,905.00	\$ 12,590.00	\$ 14,435.00	\$ 1,845.00	87.22%
Office Supplies	6910	\$ 3,000.28	\$ 3,654.97	\$ 7,922.79	\$ 12,709.00	\$ 4,786.21	62.34%
Postage Expense	6920	\$ 500.75	\$ 1,037.65	\$ 6,968.95	\$ 12,700.00	\$ 5,731.05	54.87%
Advertising Expense	6930	\$ -	\$ 900.00	\$ 2,298.00	\$ 2,490.00	\$ 192.00	92.29%
Printing Charges	6940	\$ 463.04	\$ 4,859.88	\$ 3,918.70	\$ 14,123.00	\$ 10,204.30	27.75%
Registration Fees	6950	\$ -	\$ 7,999.00	\$ 45,621.39	\$ 47,732.00	\$ 2,110.61	95.58%
Approp Redev/Collection Fees	6960	\$ -	\$ 255,697.19	\$ 271,904.71	\$ 545,454.00	\$ 273,549.29	49.85%
Assessment Tax	6965	\$ -	\$ -	\$ 5,516.59	\$ -	\$ (5,516.59)	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 863.01	\$ 861.23	\$ 1,137.00	\$ 275.77	75.75%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ 284.00	\$ 2,640.00	\$ 2,356.00	10.76%
Fire & Safety Insp Fees	7020	\$ -	\$ 2,239.93	\$ 364.65	\$ 3,800.00	\$ 3,435.35	9.60%
Permit & Licensing Fees	7030	\$ 382.28	\$ 1,269.03	\$ 3,628.40	\$ 6,350.00	\$ 2,721.60	57.14%
State License Fee	7040	\$ -	\$ 657.50	\$ 48.75	\$ 1,000.00	\$ 951.25	4.88%
Professional Services	7100	\$ -	\$ 5,000.00	\$ 39,048.00	\$ 81,550.00	\$ 42,502.00	47.88%
Legal Services	7110	\$ -	\$ 25,460.06	\$ 23,332.20	\$ 90,000.00	\$ 66,667.80	25.92%
Typeset and Print Services	7115	\$ 10,738.77	\$ -	\$ 10,738.77	\$ 24,300.00	\$ 13,561.23	44.19%
Instructor Services	7120	\$ 4,670.35	\$ 15,944.40	\$ 69,810.11	\$ 69,303.00	\$ (507.11)	100.73%
PERS Admin Fees	7125	\$ 92.19	\$ 1,130.80	\$ 626.57	\$ 2,128.00	\$ 1,501.43	29.44%
Audit Services	7130	\$ 2,000.00	\$ 10,100.00	\$ 8,000.00	\$ 20,275.00	\$ 12,275.00	39.46%
Medical & Health Srvcs (HR)	7140	\$ -	\$ 400.00	\$ 1,105.00	\$ 8,670.00	\$ 7,565.00	12.75%
Security Services	7150	\$ 435.00	\$ 1,912.50	\$ 3,207.00	\$ 4,147.00	\$ 940.00	77.33%
Entertainment Services	7160	\$ -	\$ -	\$ 118.72	\$ 3,900.00	\$ 3,781.28	3.04%
Business Services	7180	\$ 2,093.50	\$ 35,040.12	\$ 40,499.87	\$ 67,660.00	\$ 27,160.13	59.86%
Umpire/Referee Services	7190	\$ 30.00	\$ -	\$ 1,065.00	\$ 1,500.00	\$ 435.00	71.00%
Subscriptions	7210	\$ 9.99	\$ 1,244.02	\$ 95.94	\$ 3,723.00	\$ 3,627.06	2.58%
Rents & Leases - Equip	7310	\$ 317.87	\$ 2,018.70	\$ 4,221.91	\$ 24,000.00	\$ 19,778.09	17.59%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ (250.00)	\$ 60.00	\$ 310.00	-416.67%
Event Supplies	7410	\$ -	\$ -	\$ 687.99	\$ 3,330.00	\$ 2,642.01	20.66%
Supplies	7420	\$ 41.76	\$ 25.71	\$ 2,060.10	\$ 4,900.00	\$ 2,839.90	42.04%
Bingo Supplies	7430	\$ -	\$ -	\$ 3,020.12	\$ 3,600.00	\$ 579.88	83.89%
Sporting Goods	7440	\$ -	\$ 207.91	\$ 2,648.40	\$ 6,000.00	\$ 3,351.60	44.14%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 3,375.00	0.00%
Training Supplies	7460	\$ -	\$ 499.71	\$ 30.00	\$ 1,800.00	\$ 1,770.00	1.67%
Small Tools	7500	\$ 376.30	\$ 2,436.82	\$ 2,402.58	\$ 6,000.00	\$ 3,597.42	40.04%
Safety Supplies	7510	\$ 55.76	\$ 214.88	\$ 920.82	\$ 2,550.00	\$ 1,629.18	36.11%
Uniform Allowance	7610	\$ 1,388.47	\$ 1,675.52	\$ 5,651.94	\$ 11,220.00	\$ 5,568.06	50.37%
Safety Clothing	7620	\$ 300.00	\$ 774.95	\$ 450.00	\$ 4,764.00	\$ 4,314.00	9.45%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
Conference&Seminar Staff	7710	\$ 410.00	\$ 1,574.68	\$ 4,993.95	\$ 24,896.00	\$ 19,902.05	20.06%
Conference&Seminar Board	7715	\$ -	\$ -	\$ 151.00	\$ 4,450.00	\$ 4,299.00	3.39%
Conference&Seminar Travel Exp	7720	\$ -	\$ -	\$ 1,855.19	\$ 14,718.00	\$ 12,862.81	12.60%
Out of Town Travel Board	7725	\$ -	\$ -	\$ 1,221.94	\$ 2,420.00	\$ 1,198.06	50.49%
Private Vehicle Mileage	7730	\$ -	\$ 136.34	\$ -	\$ 3,892.00	\$ 3,892.00	0.00%
Buses/Excursions	7750	\$ -	\$ -	\$ -	\$ 17,400.00	\$ 17,400.00	0.00%
Utilities - Gas	7810	\$ 5,486.21	\$ 12,100.25	\$ 18,133.60	\$ 30,414.00	\$ 12,280.40	59.62%
Utilities - Water	7820	\$ 20,624.59	\$ 529,661.70	\$ 443,845.00	\$ 899,999.00	\$ 456,154.00	49.32%
Utilities - Electric	7830	\$ 12,115.59	\$ 78,618.08	\$ 111,138.31	\$ 190,000.00	\$ 78,861.69	58.49%
Airport Assessment Exp	7840	\$ -	\$ 842.00	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 3,935.75	\$ 816.70	\$ 7,144.60	\$ 14,206.00	\$ 7,061.40	50.29%
Meals for Staff Training	7920	\$ 115.73	\$ 920.69	\$ 619.12	\$ 3,500.00	\$ 2,880.88	17.69%
Employee Morale	7930	\$ 2,048.50	\$ -	\$ 2,496.77	\$ 3,000.00	\$ 503.23	83.23%
COP Debt - PV Fields	7950	\$ 18,646.67	\$ 134,026.67	\$ 130,526.67	\$ 223,760.00	\$ 93,233.33	58.33%
Reserve Computer Fleet	7971	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 3,053.75	\$ -	\$ 21,376.25	\$ 36,645.00	\$ 15,268.75	0.00%

General Ledger
Fund 10 General Fund
January 2022 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Reserve Repair/Oper/Admin	7975	\$ 5,416.67	\$ 75,000.00	\$ 37,916.67	\$ 65,000.00	\$ 27,083.33	58.33%
Admin Fee/CC Refund 2020	8112	\$ -	\$ 11,436.84	\$ 275.00	\$ -	\$ (275.00)	0.00%
Services and Supplies		\$ 133,533.69	\$ 1,646,294.43	\$ 1,822,991.24	\$ 3,502,788.00	\$ 1,679,796.76	52.04%
YTD Comparision				\$ 176,696.82			
Capital							
Equip/Facility Replacement	8420	\$ -	\$ 269.42	\$ 29,984.93	\$ 64,730.00	\$ 34,745.07	46.32%
Community Center Marquee	8468	\$ -	\$ 3,997.52	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ 29,642.96	\$ -	\$ -	\$ -	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ 7,950.00	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 340.97	\$ -	\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ 13,200.00	\$ -	\$ -	\$ -	0.00%
HVAC for Room #6	8482	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ECAA Loan-Lighting Project	8483	\$ -	\$ -	\$ 52.50	\$ 190,000.00	\$ 189,947.50	0.03%
HVAC Conference Room	8485	\$ -	\$ -	\$ 7,414.00	\$ 15,000.00	\$ 7,586.00	49.43%
Pool Vacuum	8486	\$ -	\$ -	\$ 5,203.25	\$ 6,000.00	\$ 796.75	86.72%
Springville Parking Lot	8487	\$ -	\$ -	\$ 23,600.22	\$ 80,000.00	\$ 56,399.78	29.50%
Mission Oaks Parking Lot	8488	\$ 23,807.00	\$ -	\$ 24,083.20	\$ 100,000.00	\$ 75,916.80	24.08%
Tennis Court Lighting	8489	\$ -	\$ -	\$ 55,496.64	\$ 140,000.00	\$ 84,503.36	39.64%
Senior Center Carpeting	8491	\$ 7,496.78	\$ -	\$ 7,496.78	\$ 15,000.00	\$ 7,503.22	49.98%
Sr Ctr Upgrade to Sound Board	8492	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Bingo Console	8494	\$ -	\$ -	\$ 5,007.00	\$ 15,000.00	\$ 9,993.00	33.38%
Turf Sweeper	8495	\$ -	\$ -	\$ 8,189.10	\$ 8,190.00	\$ 0.90	99.99%
ADA Transition Plan	8496	\$ 55,600.00	\$ -	\$ 77,800.00	\$ 82,880.00	\$ 5,080.00	93.87%
Capital		\$ 86,903.78	\$ 55,400.87	\$ 244,327.62	\$ 737,300.00	\$ 492,972.38	33.14%

TOTAL EXPENSES	\$ 395,672.59	\$ 4,179,228.47	\$ 4,381,738.64	\$ 8,303,038.00	\$ 3,921,299.36	52.77%
TOTAY YTD COMPARISON			\$ 202,510.17			

General Ledger
Fund 20 Assessment District
January 2022 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (151.06)	\$ (141.10)	\$ (238.00)	\$ (96.90)	59.29%
Assessment Revenue	5500	\$ (5,450.78)	\$ (688,586.20)	\$ (712,461.25)	\$ (1,209,566.00)	\$ (497,104.75)	58.90%
Revenue		\$ (5,450.78)	\$ (688,737.26)	\$ (712,602.35)	\$ (1,209,804.00)	\$ (497,201.65)	58.90%
YTD Comparison				\$ (23,865.09)			
Personnel							
Full Time Salaries	6100	\$ 2,193.56	\$ 9,737.36	\$ 11,086.72	\$ 20,831.00	\$ 9,744.28	53.22%
Overtime Salaries	6101	\$ -	\$ 31.64	\$ 62.02	\$ -	\$ (62.02)	0.00%
Cell Phone Allowance	6108	\$ 14.67	\$ 48.51	\$ 104.76	\$ 178.00	\$ 73.24	58.85%
Retirement	6120	\$ 343.65	\$ 1,730.19	\$ 1,813.08	\$ 3,568.00	\$ 1,754.92	50.82%
Employee Insurance	6130	\$ 143.47	\$ 3,243.55	\$ 1,657.89	\$ 3,749.00	\$ 2,091.11	44.22%
Workers Compensation	6140	\$ 225.00	\$ 1,017.93	\$ 1,191.42	\$ 2,483.00	\$ 1,291.58	47.98%
Personnel		\$ 2,920.35	\$ 15,809.18	\$ 15,915.89	\$ 30,809.00	\$ 14,893.11	51.66%
YTD Comparison				\$ 106.71			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 10,676.01	\$ 20,815.18	\$ 19,444.00	\$ (1,371.18)	107.05%
Grounds Maintenance	6710	\$ -	\$ -	\$ 3,231.58	\$ 15,000.00	\$ 11,768.42	21.54%
Tree Care	6719	\$ -	\$ 7,894.00	\$ 56,287.50	\$ 67,500.00	\$ 11,212.50	83.39%
Contracted LS Services	6720	\$ 21,980.83	\$ 294,575.96	\$ 253,277.01	\$ 465,913.00	\$ 212,635.99	54.36%
Park Amenities - Assess	6722	\$ -	\$ 929.12	\$ 1,699.42	\$ 17,500.00	\$ 15,800.58	9.71%
Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,678.82	\$ 1,736.59	\$ 3,500.00	\$ 1,763.41	49.62%
COP Debt - PV Fields	7950	\$ -	\$ 525,559.21	\$ 529,755.84	\$ 529,760.00	\$ 4.16	100.00%
Expense		\$ 21,980.83	\$ 841,313.12	\$ 866,803.12	\$ 1,118,687.00	\$ 251,883.88	77.48%
YTD Comparison				\$ 25,490.00			
TOTAL EXPENSES		\$ 24,901.18	\$ 857,122.30	\$ 882,719.01	\$ 1,149,496.00	\$ 266,776.99	76.79%
TOTAL YTD COMPARISON				\$ 25,596.71			

General Ledger
Fund 30 Quimby Fee Fund
January 2022 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (2,432.60)	\$ (20,409.72)	\$ (5,561.24)	\$ (35,013.00)	\$ (29,451.76)	15.88%
MBS Interest Earnings	5320	\$ -	\$ (3,640.00)	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ (2,432.60)	\$ (24,049.72)	\$ (5,561.24)	\$ (35,013.00)	\$ (29,451.76)	15.88%
YTD Comparison				\$ 18,488.48			
Expense							
Registration Fees	6950	\$ -	\$ -	\$ 36.00	\$ -	\$ (36.00)	0.00%
Expense		\$ -	\$ -	\$ 36.00	\$ -	\$ (36.00)	0.00%
Capital							
Arneill Ranch Park Renovation	8464	\$ 64,678.72	\$ 30,370.00	\$ 1,177,276.39	\$ 1,477,651.00	\$ 300,374.61	79.67%
PVAC Restroom & Shower	8469	\$ -	\$ 35,249.13	\$ -	\$ -	\$ -	0.00%
Turf Grinder	8475	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 50,447.93	\$ -	\$ -	\$ -	0.00%
Community Center Kitchen	8480	\$ 42,356.99	\$ 14,435.49	\$ 108,773.38	\$ 273,262.00	\$ 164,488.62	39.81%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Capital		\$ 107,035.71	\$ 130,502.55	\$ 1,286,049.77	\$ 3,150,913.00	\$ 1,864,863.23	40.82%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-17	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,742,825.37	\$ 507,664.33	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 2,800,000.00	Comstock/Elacora	Mission Oaks	\$ 1,460,697.20	\$ 1,188,511.80	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 6,400,589.70			\$ 4,288,274.40	\$ 3,261,723.56	

General Ledger
Fund 40 Park Impact Fee Fund
January 2022 59%

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
Park Impact Fees	5450	\$	-	\$	-	\$ (165,364.20)	\$ -	\$ 165,364.20 0.00%
Revenue		\$	-	\$	-	\$ 165,364.20	\$ -	\$ (165,364.20) 0.00%

General Ledger
Fund 50 CDBG - Food Share
January 2022 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
CDBG - Food Share	5577	\$ -	\$ -	\$ -	\$ (42,428.33)	\$ (42,428.33)	0.00%
Revenue		\$ -	\$ -	\$ -	\$ 42,428.33	\$ 42,428.33	0.00%

Personnel

Full Time Salaries	6100	\$ 2,190.96		\$ 10,741.05	\$ -	\$ (10,741.05)	0.00%
Part-Time Salaries	6110	\$ 56.00		\$ 917.00	\$ -	\$ (917.00)	0.00%
Retirement	6120			\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ -		\$ -	\$ -	\$ -	0.00%
Workers Compensation	6140	\$ -		\$ -	\$ -	\$ -	0.00%
Personnel		\$ 2,246.96	\$ -	\$ 11,658.05	\$ -	\$ (11,658.05)	0.00%

Services and Supplies

Office Supplies	6910	\$ 92.67	\$ -	\$ 414.63	\$ -	\$ (321.96)	0.00%
Expense		\$ 92.67	\$ -	\$ 414.63	\$ -	\$ (321.96)	0.00%

Revenue Budget	\$ 42,428.33
Expense Total	\$ 12,072.68
Percent of Revenue	28.5%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Dylan Gunning, Administrative Analyst

DATE: March 2, 2022

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES
AND EQUIPMENT LIST**

RECOMMENDATION

It is recommended the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

BACKGROUND

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies. This policy was updated on June 2, 2021.

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure, and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on June 2, 2021, staff has compiled the attached list for board review.

FISCAL IMPACT

This action will have no fiscal impact on the FY2021-2022 budget.

RECOMMENDATION

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

ATTACHMENTS

- 1) Surplus Supplies and Equipment List (1 page)

Pleasant Valley Recreation and Park District

Surplus Supplies and Equipment List



Equipment	Model	Serial #	Does it work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
Dishwasher	AH-2	125006	N	Not Working	1986	\$0.00		Scrap Metal
Ice Maker		68-4989	N	Not Working	1994	\$0.00		Scrap Metal

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: March 2, 2022

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 701 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING MARCH 6TH, 2022 THROUGH APRIL 4TH, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

BACKGROUND

In March 2020, the Governor, on behalf of the State of California, issued various executive orders which relaxed requirements under the Ralph M. Brown Act (Brown Act) allowing public agencies the flexibility to successfully continue conducting public meetings during the COVID-19 pandemic. On September 30, 2021, the State rescinded those orders. However, in lieu of the rescinded executive orders, the State passed Assembly Bill 361 (AB 361) which modified the Brown Act and provides essentially the same flexibility for conducting public meetings during a declared emergency until January 1, 2024. As a result, in accordance with the requirements of AB 361, local agencies must continue to adopt a resolution every 30 days to use the modified public meeting provisions provided for in AB 361.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to continue teleconferencing Brown Act meetings of city legislative bodies for public health and safety reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

ANALYSIS

In accordance with AB 361, if a local agency passes a resolution that makes the necessary findings, the agency is allowed to follow the provisions of AB 361 for a maximum period of 30 days. After the first 30-day period, AB 361 requires the public agency to adopt a resolution no later than once every 30-days to continue meeting under the modified Brown Act requirements.

On February 3, 2022, the District Board adopted Resolution No. 699 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period thereafter, has elapsed.

Government Code section 54953(e)(3) provides that “not later than 30 days after teleconferencing for the first time pursuant” to AB 361, “and every 30 days thereafter,” the public agency shall make the following findings by majority vote for the agency to continue using the teleconferencing provisions of AB 361:

1. The public agency has reconsidered the circumstances of the state of emergency; *and*
2. Either of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, *or*
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the District Board can make at least one of the enumerated findings.

Accordingly, if the Board would like to continue conducting public meetings under the modified Brown Act provisions, staff has prepared the attached resolution for Board consideration and adoption.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 701 proclaiming a local emergency persists and re-authorizing the use of remote teleconference meeting procedures by the Board of Directors and all standing committees of the District for the 30-day period beginning March 6, 2022 through April 4, 2022 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

ATTACHMENT

- 1) Resolution No. 701 (3 pages)

RESOLUTION NO. 701

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING MARCH 6, 2022 THROUGH APRIL 4, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

WHEREAS, the Pleasant Valley Recreation and Park District (“District”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors (“Board”) and all standing committees; and

WHEREAS, all meetings of the Board and standing committees are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist in the District specifically, a state of emergency was proclaimed, which includes area within the jurisdictional boundaries of the District, on or about March 4, 2020, by California Governor Gavin Newsom in response to the COVID-19 novel coronavirus pandemic, including measures to mitigate the spread of COVID-19 in order to control outbreaks which minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities; and

WHEREAS, the Board of Directors does hereby find the Ventura County Public Health Officer has recommended that physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and

WHEREAS, the District remains committed to providing the public with real-time access to attend and participate in remotely held District meetings through a variety of

options including through the internet via Zoom, telephonically, via email correspondence prior to the meeting, and through livestream video via the District's YouTube channel, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, as a consequence of the local emergency existing, the Board hereby finds that the Board and all standing committees of the Pleasant Valley Recreation and Park District shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
 - a. The state of emergency continues to impact the ability of the members to meet safely in person; or
 - b. State or local officials continue to impose recommended measures to promote social distancing.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor on March 4, 2020 and recognizes that the Ventura County Public Health Officer has recommended physical and social distancing measures to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Based on such facts, findings and determinations, the District proclaims the existence of a local emergency throughout the District and authorizes staff to conduct remote teleconference meetings of the Board of Directors, including committee meetings, under the provisions of Government Code Section 54953(e).

Section 3. The General Manager is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board meetings, and all standing committee meetings of the District.

Section 4. As respects continued reliance on AB 361 for subsequent meetings, this Resolution takes into consideration that the state of emergency still persists which can impact the ability of board members to meet safely in person and re-authorizes the remote teleconferencing procedures for another 30 days.

Section 5. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) 11:59 p.m. on April 4, 2022, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Pleasant Valley Recreation and Park District and all standing committees of the District may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District at a regular meeting held on the 2nd day of March 2022, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Bob Kelley, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Bev Dransfeldt, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

**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: March 2, 2022

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
PURCHASE OF FLEET VEHICLE**

SUMMARY

The Board appropriated funds in the amount of \$35,000 to purchase a new fleet vehicle. The new vehicle will be a 2022-2023 Ford F-150. The Ford F-150 will replace a 2005 Ford F-150 pick-up which has nearly 200,000 miles and is more than fifteen years old. The new Ford truck will serve as a safer, more fuel-efficient replacement to the outdated fleet.

BACKGROUND

At the 2021 budget workshop meeting, park staff presented to the Board their budget and capital improvement plans. On July 7, 2021, the Board of Directors approved the FY 2021/2022 budget. As part of the process the Board allocated \$35,000 for fleet vehicle replacement. The vehicle slated to be replaced is a 2005 Ford F-150. The transmission in this truck has been replaced and large pieces of paint continue to fall from this vehicle. Any further repairs to this vehicle would not be cost effective. This vehicle will stay in the fleet as an emergency vehicle until it requires further repairs. The typical usable life of a gasoline engine is around 150,000 miles with accelerated maintenance cost beginning around 100,000 miles. Introducing a new vehicle to the fleet should improve fuel consumption, as well as reduce maintenance costs over the aging fleet vehicles.

ANALYSIS

The purchase of a new vehicle will assist the District in moving forward in both fleet management and economization. This vehicle will provide the Parks Department with a vehicle that can be more useful, allow for easier storage access, passenger space, and allow for improved 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 the vehicle. 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.

After receiving approval of the vehicle specifications from the Board of Directors at the February 2, 2022 Board meeting, staff released the Request for Proposals. The RFP was posted on the District website and advertised in the Ventura County Star for two (2) weeks. The District received one (1) bid. The bid was from Vista Ford in Oxnard. This was the only qualifying bid. The District purchased another Ford F-150 from Vista Ford in 2021. The price of the vehicle has increased from \$29,701.96 to \$31,119.80 a difference of \$1,417.84 if the new vehicle is ordered by April 30th, 2022. If vehicle is ordered after April 30th, 2022, the cost will increase by \$2,525.00 totaling \$33,644.80.

FISCAL IMPACT

Funding in the Fiscal year 2021-2022 Capital Projects budget in the amount of \$35,000 was allocated to purchase a new fleet vehicle. The bid from Vista Ford of Oxnard totaled \$31,119.80 for a new Ford F-150 XL. Residual funds will be used to outfit the vehicle with a toolbox, decals, and appropriate lighting.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to enter into an agreement with Vista Ford of Oxnard for the purchase of a Ford F-150 XL.

ATTACHMENTS

- 1) Vehicle Build Order (3 pages)



Prepared by: lance bryson

02/14/2022

Vista Ford Lincoln of Oxnard | 1501 Auto Center Drive Oxnard California | 930367916

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 230

As Configured Vehicle

Code	Description	MSRP
F1C	Base Vehicle Price (F1C)	\$30,290.00
100A	Equipment Group 100A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - 3.55 Axle Ratio - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	N/C
99P	Engine: 2.7L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> - GVWR: 6,170 lb Payload Package	\$1,195.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	Included
X19	3.55 Axle Ratio	Included
NONGV	GVWR: 6,170 lb Payload Package	Included
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
A	Vinyl 40/20/40 Front Seat	N/C
141WB	141" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	Included
85A	XL Power Equipment Group <i>Includes:</i> - Power Glass Sideview Mirrors w/Black Skull Caps Includes heat and manual-folding.	\$970.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: lance bryson

02/14/2022

Vista Ford Lincoln of Oxnard | 1501 Auto Center Drive Oxnard California | 930367916

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 230

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<ul style="list-style-type: none"> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks - Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front Windows 	
53B	<p>Class IV Trailer Hitch Receiver</p> <p>Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.</p> <p><i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i></p>	Included
53A	<p>Trailer Tow Package</p> <p>Pro Trailer Backup Assist with Pro Trailer Hitch Assist is included only in Tow Technology package (17T). Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S).</p> <p><i>Towing capability up to TBD lbs. Includes tailgate LED.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Class IV Trailer Hitch Receiver - Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available). - Integrated Trailer Brake Controller 	\$975.00
67T	<p>Integrated Trailer Brake Controller</p>	Included
96W	<p>Tough Bed Spray-In Bedliner</p> <p>Ford accessory.</p>	\$595.00
WARANT	<p>Fleet Customer Powertrain Limited Warranty</p> <p>Requires valid FIN code.</p> <p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p>	N/C
AS_02	<p>Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat</p>	N/C
YZ_01	<p>Oxford White</p>	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: lance bryson
02/14/2022

Vista Ford Lincoln of Oxnard | 1501 Auto Center Drive Oxnard California | 930367916

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 230

As Configured Vehicle (cont'd)

Code	Description	MSRP
	SUBTOTAL	\$34,025.00
	Destination Charge	\$1,695.00
	TOTAL	\$35,720.00

PVRPD COST	\$28895.00	
	\$ 2101.05	7.25% TAX
	\$ 123.75	DMV,DOC,EFF,TIRE TAX
	=====	
	\$31119.80	TOTAL

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Macy Trueblood, Recreation Supervisor**

DATE: March 2, 2022

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSALS FOR 2022 SUMMER CONCERT
SERIES SOUND AND LIGHTING**

SUMMARY

It is recommended the Board of Directors approve the Request for Proposals for the 2022 Summer Concert Series Sound and Lighting.

BACKGROUND

In 2019, the Pleasant Valley Recreation and Park District entered into an agreement with the City of Camarillo to host the annual Summer Concert Series. Upon completion of the initial series, the District and the City entered into a multi-year agreement for years 2020, 2021 and 2022 to provide management continuity and assurance to the public for the continuation of the Summer Concert Series. The 2020 series was not produced due to the Coronavirus Pandemic. The 2021 series was produced, however due to the pandemic the decision to move forward with the event wasn't confirmed until six (6) weeks prior to the first concert. At the time, staff brought back a First Amendment between the City of Camarillo as well as an event services agreement between the District and Music Freqs.

ANALYSIS

Sound and Lighting is one of the most important elements in the production of the Summer Concert Series. The District is looking for qualified firms that have professional equipment and expertise in the field to submit a request for proposals (RFP) for the 2022 Summer Concert Series. Estimates for Sound and Lighting can range between \$25,000-\$50,000. These estimates include backline instrumentals, all sound equipment, an audio engineer, a light engineer, and more. Due to the price estimates, the District will need to open an RFP to collect proposals.

The firm selected will be asked to sign a Professional Services Agreement with the District. A sample is attached but will most likely be modified to represent both parties and outline the Summer Concert Series expectations.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with the approval of the RFP and specifications.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 4.3G: "Increase our marketing presence in local community events and gatherings."

Meets 2021 Strategic Plan Goal 4.4B: “Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.”

RECOMMENDATION

It is recommended that the Board of Directors consider and approve the Request for Proposals for the 2022 Summer Concert Series Sound and Lighting.

ATTACHMENTS

- 1) Request for Proposals (9 pages)
- 2) Sample Professional Services Agreement (14 pages)

PLEASANT VALLEY RECREATION & PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
2022 SUMMER CONCERT SERIES SOUND AND LIGHTING
PROFESSIONAL SERVICES



RFP RELEASE DATE:

THURSDAY, MARCH 3, 2022

PROPOSALS DUE:

WEDNESDAY, APRIL 13, 2022

No Later Than 5:00 PM PDT

DELIVER PROPOSALS TO:

ADMINISTRATIVE OFFICE

PLEASANT VALLEY RECREATION & PARK DISTRICT

Attn: Macy Trueblood

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

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NOTICE INVITING PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE SOUND AND LIGHTING SERVICES FOR THE 2022 SUMMER CONCERT SERIES

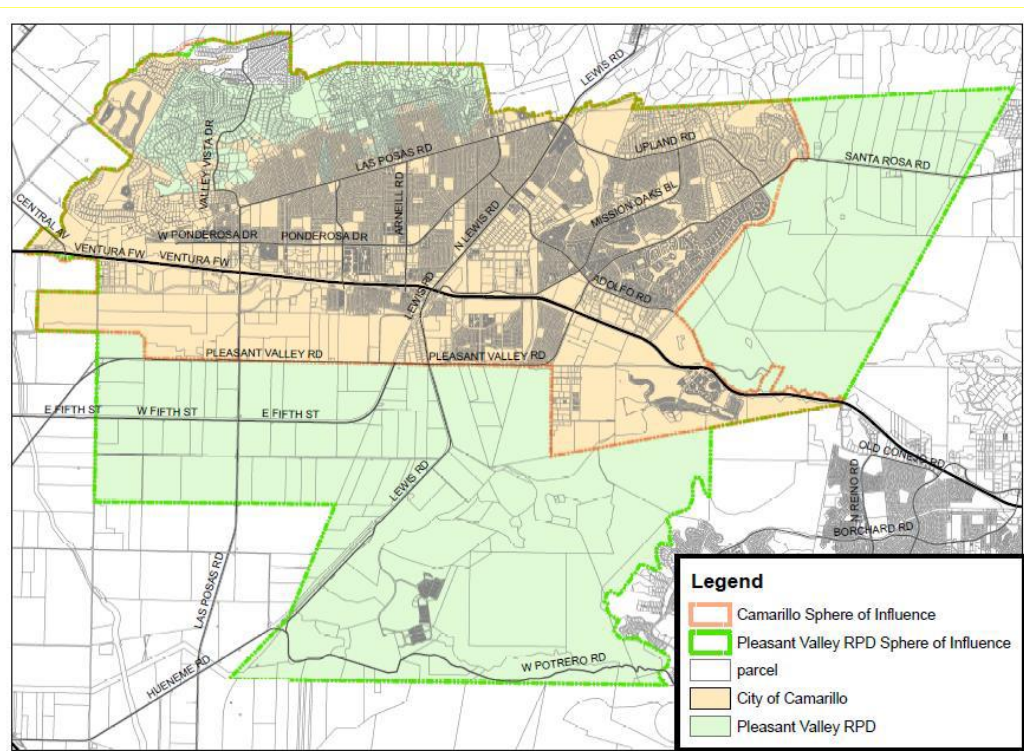
Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) from experienced and qualified musical providers (“Contractor”) to perform all sound and lighting elements at the 2022 Summer Concert Series to be held on June 25, July 16, August 6 & 27, 2022.

District Background

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 60 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbeque areas. The City of Camarillo, incorporated in 1964, is a separate entity from the District, however, they do add recreational and cultural service value and amenities to the community by owning two small parks, a trail system and full-service library that it operates independently of the District.

Below is a map that displays the District’s and the City’s respective Spheres of Influence:



Project Goal

The goal of this proposal is to provide sound and lighting elements for the 2022 Summer Concert Series hosted by the Pleasant Valley Recreation and Park District and the City of Camarillo at Constitution Park.

Project Scope

The Proposal should:

- Be concise and easy-to-understand
- Utilize graphics, photos, tables, and charts as needed to convey information, in addition to logical and supporting verbiage.

Minimum Requirements:

1. Contractor agrees to the concert dates and start times provided for the 2022 Summer Concert Series
 - a. Saturday, June 25, 2022, 7pm
 - b. Saturday, July 16, 2022, 7pm
 - c. Saturday, August 6, 2022, 7pm
 - d. Saturday, August 27, 2022, 7pm
2. Contractor will provide all sound equipment including but not limited to:
 - a. Instrumental Backline and Stage equipment
 - i. (1) Drum set
 - ii. (1) Bass with power, amps, and speaker cables
 - iii. (1) Guitar with power, amps and speaker cables
 1. (3) guitar stands
 - iv. (3) Types of Microphones slated for musical performances with mic stands and batteries.
 - v. Stage carpeting for cable safety
 - b. Stage Monitors
 - i. (5) Stage Monitors with all power and connection cables
 - c. Front of House (FOH) Equipment
 - i. Audio console and audio engineer
 - ii. Lighting console and lighting engineer
 - iii. Stage Manager and stage hand
 - d. Speaker System
 - i. Outdoor PA System rated for 2,000-3,000 people
 - ii. Truss System included
3. Contractor will provide all lighting equipment including but not limited to:
 - a. Stage lighting with pan, tilt zoom capabilities
 - i. (10) Movable and color changing wash lights
 - ii. (8) Stage spotlights
 - iii. (8) Wall background wash lighting, color changing
4. Contractor will provide cable safety including but not limited to:
 - a. 150 Cable hidens
5. Contractor must hold music licensing with:
 - a. SESAC, BMI, ASCAP

Bid Alternatives

Additional considerations to the request for proposals, although not required for consideration include:

1. Artist negotiations and booking fee

Submission Requirements

Interested proposers must submit an electronic version (PDF or Microsoft Word format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this agreement. Proposals shall not exceed 25 pages including any attachments (staff resumes do not count toward the page limit). Any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a transmittal letter, signed by an official authorized to commit the contractor to the representations, commitments and statements contained in both the proposal and contracts. This should include the name, mailing address, email address, and phone number of the contractor's primary contact person for the proposal. Firm advertising, brochures, and other promotional material should not be included.

2. Description and Qualifications of the Firm

- a. A description of the firm's organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a description of the firm's qualifications and experience on projects of similar nature to those described in the proposal as well as projects/clients where contractor has performed as an extension of staff.

3. Staffing

- a. Provide a staffing plan for the concerts identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal.

4. References

- a. A list of no more than three (3) references for the proposer and no more than three (3) references for any subcontractors, if proposed, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to the participation. Identify how much experience the firm and subcontractor, if needed, has had with public agencies.
- b. A minimum of two (2) examples of past work completed within the last five (5) years that represent the type of work requested in this RFP. Examples can be representative of projects with References or from separate completed projects. Please provide a brief description of these selected projects including when the project began, its current status, a description of the proposer's role/involvement in the project, and any specific information on how the community was responsive to the project.

5. Scope of Work

- a. A clear and concise statement of the proposer’s understanding of the nature and extent of the services required.
- b. Additional information or services that may be provided that are not already defined in the scope of work above.
- c. The proposed project timeline.

6. Project Budget & Other Financial Information

- a. The proposer shall furnish the financial information requested below. If submitted by a consortium, a joint venture, a partnership, or by an individual, it shall be signed by an individual authorized to bind the contractor making the proposal.
 - i. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.
 - ii. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
 - iii. A detailed Scope of Work, including an itemization of all services to be provided and their individual costs. This should include estimated staffing, hours, costs, and a description of each major task and subtask, including public meetings.
 - iv. A schedule of hourly rates to be charged for extra work if required during the course of the contract.
 - v. A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District.

Evaluation Criteria

The objective is to choose the proposal that offers the highest quality services and will achieve the project’s goals and objectives within a reasonable budget. While cost is important, other factors are also significant and the District may not select the lowest cost proposal.

All proposals submitted in response to this RFP will be evaluated in accordance with the objectives mentioned above and the following criteria with a given point value listed below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

Selection Criteria—RFP	Points Available
Understanding of Scope of Work; and provides high quality materials	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20
References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal	110

Firm Selection & Notification

The issuance of this RFP and the selection of the most qualified firms is the first step in the process that will eventually lead to the execution of an agreement with the most qualified firm. Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP.

The successful Contractor to whom work is awarded shall, within 30 days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

The District reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The District reserves the right to accept and or withdraw the RFP in whole or in part, at any time and for any reason and or request additional information from all proposers. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District also reserves the right to modify any aspects or waive any irregularities, terminate, or delay this RFP, the RFP process, and or the program, which is outlined within this RFP at any time if doing so would serve the interest of the District. Contract award will be made at the sole discretion of the District based on evaluation of all responses.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Contract Requirements

The District plans to use the attached Pleasant Valley Recreation & Park District Professional Services Agreement. Contractors with significant concerns about the sample agreement should not submit on this RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by tasks). If after negotiation and consideration, the District is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top-ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

Estimated Selection & Approval Schedule

Request for Proposals Open	March 3, 2022
Questions/Clarifications Due	March 18, 2022
Answers Provided by	March 30, 2022
Deadline for Proposals	April 13, 2022
Evaluation of Proposals	April 14-15, 2022
Announce Decision	May 4, 2022
Contract Negotiations	May 2022
Project Close Out	August 27, 2022

**The District reserves the right to revise the above schedule.*

Questions

Upon release of this RFP, all communications concerning the RFP should be directed to Macy Trueblood, Recreation Supervisor via the contact information listed below. Unauthorized contact regarding this RFP with any other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding with the District. Agencies should rely only on written statements by Ms. Trueblood.

Name: Macy Trueblood, Recreation Supervisor
Address: Pleasant Valley Recreation & Park District
1605 E. Burnley Street, Camarillo, CA 93010
Email: mtrueblood@pvrrpd.org

Submittal Instructions

Proposals must be received no later than 5:00 p.m. PDT on April 13, 2022.

Proposals shall be mailed to:

Pleasant Valley Recreation & Park District

Attn: Macy Trueblood
1605 E. Burnley Street
Camarillo, CA 93010

The proposals shall be in a sealed envelope or box and clearly labeled with the Agency's name, address, and "SCS Sound & Lighting RFP."

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

This agreement is made and entered into, effective _____ between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and _____, a California _____ (“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 development of an _____ (“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 _____ 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 in connection with this Agreement.

Consultant agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager and _____. Agreement for _____ Services between Pleasant Valley Recreation and Park District and Consultant, Inc.

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 _____. 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

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. 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. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or

otherwise or a joint venturer or a member of any joint enterprise with Consultant. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

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. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed: \$ _____

- 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 _____, _____ [job title].

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

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. 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. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Design 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 California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including 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 or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Design Professional Liability. Other than in the performance of design 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. Insurance Requirements. 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.

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: _____
1605 E. 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:

INSERT

CONSULTANT:
XXXX, a California Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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.

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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

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 coverage's 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 insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

X

EXHIBIT "C"
COMPENSATION

X

**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: March 2, 2022

**SUBJECT: CONSIDERATION AND APPROVAL OF BUDGET
TRANSFER AND ADOPTION OF RESOLUTION NO. 702
APPROVING THE MID-YEAR BUDGET
ADJUSTMENTS FOR FY 2021-2022**

SUMMARY

The fiscal year 2021-2022 budget was adopted on July 7, 2021. Due to budget constraints brought on by COVID-19 the FY2021-2022 budget was built with a conservative approach with so many unknowns due to the COVID-19 situation. FY2020-2021 was a very intense year with COVID-19 restrictions, therefore staff built the FY2021-2022 with a 75% base for revenue in comparison to prior fiscal years, again unsure of what the future held for the District and COVID-19. District staff reviewed all revenue and expenditure line-items and have found the items listed below as items needing formal adjustments or transfers. Items not under discussion are assumed to be running on target with their respective estimate/appropriation.

BACKGROUND

There were two budget workshops held on April 24, 2021 and May 12, 2021 to review the FY2021-2022 budget. The budget was developed by staff, reviewed during budget workshops and then approved by the Board of Directors as part of the budgeting process. The budget is adjusted at mid-year when there are changes in budget line items which represent noteworthy changes. The budget at mid-year is reviewed and analyzed by staff and the General Manager. Budget revisions during the fiscal year are consistent with accounting practices and recommended by the District's auditors.

The FY 21-22 budget has been quite the challenge and forever changing. On March 11, 2020, the World Health Organization declared a COVID-19 pandemic and it was followed up with a National Emergency Declaration by President Trump on March 13, 2020. Since the beginning of the pandemic the District has seen a variety of restrictions, which have allowed us to open up some of our programs with restrictions. The situation with COVID-19 is ongoing and has affected the FY21-22 budget.

The budget adjustments presented are the staff's best educated decisions on what the projections will be for both revenue and expenses on June 30, 2022 keeping in mind that COVID-19 is unpredictable as well as the restrictions.

The Assessment District (Fund 20) needs one budget adjustment to put the incidental cost into line for June 30, 2022. This adjustment is due to a billing for FY20-21 received after the cut-off date, therefore the billing had to be recorded to FY21-22.

The Park Dedication Fee (Quimby Fee) (Fund 30) has interest earnings as revenue, no personnel or service and supplies expenses and four capital improvement projects (CIP). There is one budget adjustment in revenue which is for Interest Earnings. This adjustment is needed because the daily balances in the Quimby accounts has dropped due to withdrawals to cover the cost of projects and the interest rate is not as high as staff had projected for FY21-22.

The Park-in-Lieu Fees (Fund 40) has no budget adjustments.

The Community Development Block Grant (CDBG) (Fund 50) has no budget adjustments.

ANALYSIS

Revenue

District Wide, Fund 10 revenue is at 66.99% thru Period 7 or 8.99% above budget, but the tax apportionment makes up 51% of that overall percentage. Non-tax apportionment revenue makes up 15% of the total revenue collected. The below spreadsheet shows the increases and decreases for Fund 10 revenue along with an explanation. Per the spreadsheet, the following is a summary of the requested budget adjustments, along with the line items with the biggest change:

Revenue	July 2021 Adoption	Mid-Year Adj	New FY21-22 Budget
	\$8,331,104	\$504,670	\$8,835,774

Line-Item Name	Action	Amount	Reason
#5575 Misc Revenue	Transfer to Semi-Restricted Cash	\$230,484	COVID-19 Funding. Funds moved to Designated Project Cash per Board Direction at Goal Setting Meeting

AQUATICS

Line-Item Name	Action	Amount	Reason
#5530 Rental	Increase	\$4,000	Exceeding Budget Projections

SPORTS

Line-Item Name	Action	Amount	Reason
#5563 Staffing Cost Recovery	Decrease	(\$2,380)	Less Part-Time Salaries

SENIOR PROGRAMMING

Line-Item Name	Action	Amount	Reason
#5511 Public Fees	Decrease	(\$21,950)	Senior Trips

CAMPS/CLASSES/COMMUNITY PARTNERSHIPS

Line-Item Name	Action	Amount	Reason
#5510 Contract Classes	Increase	\$60,000	Exceeding Budget Projections
#5511 Public Fees	Decrease	(\$21,400)	No Programs at Dos Caminos & Decrease in Camp Enrollments

PARKS

Line-Item Name	Action	Amount	Reason
#5530 Rental	Increase	\$20,500	2 Greek Festivals FY21-22
#5540 Parking Fees	Increase	\$1,500	Meeting Current Budget Projection
#5575 Misc Revenue	Increase	\$20,000	Insurance Reimb. – Cam Grove Play Structure

ADMINISTRATION

Line-Item Name	Action	Amount	Reason
#5575 Misc Revenue	Increase	\$230,000	COVID-19 Funds
#5600 ROPS	Increase	\$200,000	ROPS Funds

Personnel

Personnel will see a \$52,930 mid-year budget adjustment due to the agreement between the District and Service Employees International Union 721 (SEIU) Memorandum of Understanding agreement with an effective date of February 12, 2022. The cost-of-living adjustment (COLA) is a 2% increase for both represented and non-represented employees, totaling \$31,485. There is another mid-year budget adjustment included in Personnel equaling \$20,932. This will enable the retiring Administrative Services Manager the ability to train the new Administrative Services Manager for two months (8 weeks) before the retirement date of July 8, 2022, and it will help to ensure a smooth transition. Currently, Personnel is at 50.27% of budget.

Personnel	July 2021 Adoption	Mid-Year Adj	New FY21-22 Budget
	\$4,800,250	\$42,787	\$4,843,037

Line-Item Name	Action	Amount	Reason
#6100 Full Time Salaries	Increase	\$16,881(COLA) \$16,667(Admin Position)	2% COLA for All Staff 8 Weeks Admin Services Manager/ Accounting Position
#6110 Part-Time Salaries	Decrease	(\$9,630)	\$4,000 Increase Aquatics \$2,380 Decrease Sports \$11,250 Decrease Camps/Classes/Community Partnerships
#6120 Retirement	Increase	\$6,649 (COLA) \$2,600 (Admin Position)	2% COLA for All Staff 8 Weeks Admin Services Manager/ Accounting Position
#6130 Employee Insurance	Increase	\$6,991 (COLA) \$1,527 (Admin Position)	2% COLA for All Staff 8 Weeks Admin Services Manager/ Accounting Position
#6140 Workers Comp	Increase	\$964 (COLA) \$138 (Admin Position)	2% COLA for All Staff 8 Weeks Admin Services Manager/ Accounting Position

Expenses

District Wide, Fund 10 expenses are at 46.62% thru Period 7 or 11.38% below budget. The attached spreadsheet shows the increases and decreases for Fund 10 expenses along with an explanation. Per the spreadsheet, the following is a summary of the requested budget adjustments along with the line items with the biggest change:

Expense	July 2021 Adoption	Mid-Year Adj	New FY21-22 Budget
	\$3,502,788	\$211,591	\$3,714,379

AQUATICS

Line-Item Name	Action	Amount	Reason
#7510 Safety Supplies	Increase	\$3,200	Six New Lane Lines

CAMPS/CLASSES/COMMUNITY PARTNERSHIPS

Line-Item Name	Action	Amount	Reason
#7120 Instructor Services	Increase	\$39,000	Increase of Contract Classes

RECREATION ADMIN/MARKETING/SPECIAL EVENTS

Line-Item Name	Action	Amount	Reason
#6340 Food Supplies	Decrease	(\$1,000)	Summary of Event Cancellation and addition of Arneill Reopening
#7115 Activity Guide	Increase	\$5,000	Activity Guide and Event Branding
#7140 Medical & Health Services	Decrease	(\$2,250)	Event Cancellation
#7160 Entertainment Services	Decrease	(\$1,500)	Event Cancellation
#7420 Supplies	Decrease	(\$1,000)	Event Cancellation
#7710 Conference & Seminars	Decrease	(\$1,700)	Reduced Staffing
#7720 Conference & Seminars Travel	Decrease	(\$1,000)	Reduced Staffing

PARKS

Line-Item Name	Action	Amount	Reason
#6210 Telephone/Internet	Increase	\$2,000	New Phones/Plan (current phones outdated)
#6630 Playground Maint	Increase	\$20,000	Repair Cam Grove Play Structure Damage
#7830 Utilities - Electric	Increase	\$20,000	Increase in night activity at Bob Kildee Park and Los Altos

ADMINISTRATION

Line-Item Name	Action	Amount	Reason
#6410 Insurance Liability	Increase	\$7,806	Low Projection for Budget
#7930 Employee Morale	Increase	\$2,500	Spring Employee Activities
#7975 Reserve Repair/Oper/Admin	Increase	\$35,000	Increase Reserve
#7976 Reserve Compensated Absences	Increase	\$75,000	Establish Reserve

The table below shows the **requested budget transfers**:

Transfer from/to Recreation Administration

Title of Account	Account Number	Adopted Budget Amount	Transfer Amount	New Budget Amount
Part-Time Wages	10-03-320-000-6110	\$40,950	(\$5,100)	\$35,850
Part-Time Wages	10-03-503-000-6110	\$13,130	\$5,100	\$18,230
Public Fees	10-03-370-000-5511	\$36,350	(\$14,400)	\$21,950
Bingo Revenue	10-03-370-000-5508	\$0	\$14,400	\$14,400
Total Transfer			\$0	

- The budget transfers have a \$0.00 effect on the budget.

If the above changes are approved by the Board the overall change to the FY 2021-2022 budget is reflected in the table below:

Type of Account	Budget Adopted 7/1/2021	Amount of Change	New Budget February 2022
Revenue	\$8,331,104	\$504,670	\$8,835,774
Personnel	\$4,800,250	\$42,787	\$4,843,037
Services and Supplies	\$3,502,788	\$211,591	\$3,714,379
Funds to Designated Cash			\$230,484
Variance	\$28,066		\$ 47,874
Capital	\$737,300	\$0	\$737,300

Assessment District (Fund 20):

One mid-year budget adjustment needed:

Type of Account	Percentage of Budget at Mid-Year
Revenue	58.90%
Personnel	56.92%
Services and Supplies	76.79%
Overall Expenses	76.20%

Line-Item Name	Action	Amount	Reason
#6709 Incidental Cost	Increase	\$10,650	Timing of SCI Billing – Charged to FY21-22

Type of Account	Budget Adopted 7/1/2021	Amount of Change	New Budget February 2022
Revenue	\$1,209,804	\$0	\$1,209,804
Personnel	\$30,809	\$0	\$30,809
Services and Supplies	\$1,118,687	\$10,650	\$1,129,337
Variance	\$60,308	\$10,650	\$ 49,658

Park Dedication (Fund 30):

One mid-year budget adjustment needed:

Type of Account	Percentage of Budget at Mid-Year
Revenue	15.88%
Personnel	0.00%
Services and Supplies	0.00%
Overall Expenses	0.00%
Capital	40.82%

Line-Item Name	Action	Amount	Reason
#5310 Interest Earnings	Decrease	(\$25,000)	Balances Decreasing and Interest Rates Lower than Projected

Type of Account	Budget Adopted 7/1/2021	Amount of Change	New Budget February 2022
Revenue	\$35,013	(\$25,000)	\$10,013
Personnel	\$0	\$0	\$0
Services and Supplies	\$0	\$0	\$0
Variance	\$35,013	(\$25,000)	\$10,013
Capital	\$3,150,913	\$0	\$3,150,913

Park-in-Lieu Fee (Fund 40):

No Mid-Year Budget Adjustments

Community Development Block Grant (CDBG) (Fund 50):

No Mid-Year Budget Adjustments

Capital

No Mid-Year Budget Adjustments

FISCAL IMPACT

Keeping in mind the changes that are mentioned above, the impact on the District Wide budget in fiscal year 2020-2021 is an increase from \$28,066 to \$47,874 which is a \$19,808 increase in revenue over expenses for Fund 10.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.0: To ensure the short and long-term fiscal health of the District.

COMMITTEE RECOMMENDATION

Staff took the budget adjustments and budget transfers to the Finance Committee on February 16, 2022 and the committee recommended the budget adjustments and transfers be brought before the Board of Directors for review at the March 2, 2022 Board Meeting.

STAFF RECOMMENDATION

Staff is recommending that the Board of Directors:

- 1) Approve a budget transfer of \$19,500 Camps/Classes/Community Partnerships to Recreation Administration (\$5,100) and Senior Programs Public Fees to Senior Programs Bingo (\$14,400) **AND**
- 2) Adopt Resolution No. 702 to Approve Mid-Year Budget Adjustments for FY 2021-2022.

ATTACHMENTS

- 1) Fund 10 Mid-Year Budget Summary Pages (3 pages)
- 2) Resolution No. 702 (1 page)
- 3) Budget Transfers (1 page)
- 4) Reserve Balances (1 page)
- 5) Fund 20 Mid-Year Budget Summary Page (1 page)
- 6) Fund 30 Mid-Year Budget Summary page (1 page)

General Ledger
Mid-Year Budget Adjustments - Fund 10
Fiscal Year 2021-2022

Description	Account	One Year Prior Actual Prior Actual	Original Budget 21-22	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
Revenue							
Tax Apport - Cur Year Secured	5110	\$ 6,982,262.02	\$ 7,301,920.00		\$ 7,301,920.00	\$ 3,992,273.64	54.67%
Tax Apport - Cur Year Unsec	5120	\$ 121,378.02	\$ -		\$ -	\$ 134,614.57	0.00%
Tax Apport - Prior Year Sec	5130	\$ 111,169.16	\$ -		\$ -	\$ 44,601.73	0.00%
Tax Apport - Prior Year Unsec	5140	\$ 6,238.93	\$ -		\$ -	\$ 9,569.24	0.00%
Tax Deeded Sales	5150	\$ 4.49	\$ -		\$ -	\$ 6.41	0.00%
Cur Supplemental Pass Thru	5210	\$ 107,826.47	\$ -		\$ -	\$ 44,401.26	0.00%
HOPTR	5230	\$ 38,108.95	\$ -		\$ -	\$ 22,120.96	0.00%
Supplemental Assessment Roll	5240	\$ 164.35	\$ -		\$ -	\$ 168.69	0.00%
Interest Earnings	5310	\$ 31,025.82	\$ 14,928.00		\$ 14,928.00	\$ 4,728.15	31.67%
Hill Fire 2018	5465	\$ 219,884.01	\$ -		\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 1,100.00	\$ 2,200.00		\$ 2,200.00	\$ 308.59	14.03%
Bingo Revenue	5508	\$ 2,736.25	\$ -	\$ 14,400.00	\$ 14,400.00	\$ 5,795.25	0.00%
Excess Bingo Funds	5509	\$ -	\$ -		\$ -	\$ 2,653.60	0.00%
Contract Classes-Public Fees	5510	\$ 130,639.25	\$ 68,380.00	\$ 60,000.00	\$ 128,380.00	\$ 106,353.42	155.53%
Public Fees	5511	\$ 84,817.19	\$ 244,121.00	\$ (43,350.00)	\$ 200,771.00	\$ 74,546.77	30.54%
Public Fees-Entry Fees	5520	\$ 10,764.00	\$ 25,840.00		\$ 25,840.00	\$ 21,258.00	82.27%
Vending Concessions	5525	\$ -	\$ 2,500.00		\$ 2,500.00	\$ 620.40	24.82%
Rental	5530	\$ 266,802.32	\$ 261,412.00	\$ 24,500.00	\$ 285,912.00	\$ 223,094.14	85.34%
Cell Tower Revenue	5535	\$ 97,895.88	\$ 91,704.00		\$ 91,704.00	\$ 59,097.77	64.44%
Parking Fees	5540	\$ 11,345.60	\$ 7,012.00	\$ 1,500.00	\$ 8,512.00	\$ 8,619.62	122.93%
CAPRI Workers Comp Prior Year	5546	\$ -	\$ -		\$ -	\$ 15,947.55	0.00%
Activity Guide Revenue	5555	\$ 1,750.00	\$ 10,000.00		\$ 10,000.00	\$ 1,700.00	17.00%
Sponsorships/Donations	5558	\$ 4,065.00	\$ 1,000.00		\$ 1,000.00	\$ -	0.00%
Staffing Cost Recovery	5563	\$ 33,263.00	\$ 29,110.00	\$ (2,380.00)	\$ 26,730.00	\$ 41,115.75	141.24%
Special Event Permits	5564	\$ 600.00	\$ -		\$ -	\$ 700.00	0.00%
Security Services Recovery	5566	\$ -	\$ -		\$ -	\$ 2,761.00	0.00%
Contributions	5570	\$ 41,239.00	\$ 72,000.00		\$ 72,000.00	\$ 71,951.95	99.93%
Grants	5573	\$ 7,176.00	\$ -		\$ -	\$ -	0.00%
Other Misc Revenue	5575	\$ 37,621.62	\$ 54,880.00	\$ 250,000.00	\$ 304,880.00	\$ 294,649.02	536.90%
Credit Card Processing Fee	5576	\$ 172.84	\$ -		\$ -	\$ 67.75	0.00%
Cash Over/Under	5580	\$ 166.00	\$ -		\$ -	\$ 45.00	0.00%
Incensive Income	5585	\$ 1,091.35	\$ 2,700.00		\$ 2,700.00	\$ 833.39	30.87%
Reimbursement - ROPS	5600	\$ 373,105.94	\$ 125,000.00	\$ 200,000.00	\$ 325,000.00	\$ 396,407.90	317.13%
Reimb-Needs Assessment/LPA	5605	\$ 17,610.38	\$ -		\$ -	\$ -	0.00%
Surplus Carryover	5991	\$ -	\$ 16,397.00		\$ 16,397.00	\$ -	0.00%
Revenue		\$ 8,742,023.84	\$ 8,331,104.00	\$ 504,670.00	\$ 8,835,774.00	\$ 5,581,011.52	66.99%
					\$ -		
Personnel							
Full Time Salaries	6100	\$ 2,322,589.04	\$ 2,470,564.00	\$ 33,548.00	\$ 2,504,112.00	\$ 1,245,423.17	50.41%
Overtime Salaries	6101	\$ 10,265.05	\$ 23,594.00		\$ 23,594.00	\$ 7,358.90	31.19%
Car Allowance	6105	\$ 10,799.62	\$ 10,800.00		\$ 10,800.00	\$ 6,257.06	57.94%
Cell Phone Allowance	6108	\$ 13,858.00	\$ 15,420.00		\$ 15,420.00	\$ 7,912.40	51.31%
Part-Time Salaries	6110	\$ 196,372.38	\$ 479,525.00	\$ (9,630.00)	\$ 469,895.00	\$ 198,797.15	41.46%
Retirement	6120	\$ 398,724.92	\$ 435,765.00	\$ 9,249.00	\$ 445,014.00	\$ 208,821.99	47.92%
457 Pension	6121	\$ 6,975.49	\$ 7,000.00		\$ 7,000.00	\$ 6,464.17	92.35%
Deferred Compensation	6125	\$ 4,750.10	\$ 4,752.00		\$ 4,752.00	\$ 2,600.41	54.72%
Employee Insurance	6130	\$ 336,637.27	\$ 343,440.00	\$ 8,518.00	\$ 351,958.00	\$ 135,216.52	39.37%
Workers Compensation	6140	\$ 109,240.57	\$ 188,202.00	\$ 1,102.00	\$ 189,304.00	\$ 84,188.05	44.73%
Unemployment Insurance	6150	\$ 29,026.50	\$ 40,000.00		\$ 40,000.00	\$ 39.41	0.10%
Loan - Pension Obligation	6160	\$ 24,742.00	\$ 264,218.00		\$ 264,218.00	\$ 8,548.94	3.24%
PERS Unfunded Liability	6170	\$ 434,065.00	\$ 516,970.00		\$ 516,970.00	\$ 501,541.00	97.02%
Personnel		\$ 3,898,045.94	\$ 4,800,250.00	\$ 42,787.00	\$ 4,843,037.00	\$ 2,413,169.17	50.27%
Services and Supplies							
Telephone/Internet	6210	\$ 20,318.01	\$ 21,008.00	\$ 2,000.00	\$ 23,008.00	\$ 12,749.90	60.69%
Internet Services	6220	\$ 25,366.00	\$ 36,862.00		\$ 36,862.00	\$ 16,165.00	43.85%
IT Infrastructure	6230	\$ 987.86	\$ 2,000.00		\$ 2,000.00	\$ 539.62	26.98%
Computer Hardware/Software	6240	\$ 9,688.16	\$ 12,050.00		\$ 12,050.00	\$ 7,602.19	63.09%
Pool Chemicals	6310	\$ 2,182.96	\$ 8,250.00		\$ 8,250.00	\$ 2,068.84	25.08%
Janitorial Supplies	6320	\$ 41,241.82	\$ 48,408.00		\$ 48,408.00	\$ 20,925.91	43.23%
COVID - Supplies	6321	\$ 10,285.84	\$ 5,600.00		\$ 5,600.00	\$ 80.44	1.44%
Kitchen Supplies	6330	\$ -	\$ 1,000.00		\$ 1,000.00	\$ -	0.00%
Food Supplies	6340	\$ -	\$ 13,745.00	\$ (1,000.00)	\$ 12,745.00	\$ 560.80	4.08%
Water Maint & Service	6350	\$ 940.05	\$ 1,265.00		\$ 1,265.00	\$ 356.80	28.21%

General Ledger
Mid-Year Budget Adjustments - Fund 10
Fiscal Year 2021-2022

Description	Account	One Year Prior Actual	Original	Mid-Year	Mid-Year	Year to Date	% of Budget
		Prior Actual	Budget 21-22	Budget Adj.	Budget	Through 1/31/2022	
Laundry/Wash Service	6360	\$ 178.00	\$ 880.00	\$	\$ 880.00	\$ -	0.00%
Insurance Liability	6410	\$ 208,084.00	\$ 228,892.00	\$ 7,806.00	\$ 236,698.00	\$ 236,698.00	103.41%
Equipment Maintenance	6500	\$ 17.15	\$ 900.00	\$	\$ 900.00	\$ 34.30	3.81%
Fuel	6510	\$ 46,959.91	\$ 51,600.00	\$	\$ 51,600.00	\$ 22,546.68	43.70%
Vehicle Maintenance	6520	\$ 25,860.64	\$ 35,400.00	\$	\$ 35,400.00	\$ 16,037.71	45.30%
Office Equipment Maintenance	6530	\$ 116.89	\$ -	\$	\$ -	\$ -	0.00%
Building Repair	6610	\$ 51,959.70	\$ 88,000.00	\$	\$ 88,000.00	\$ 20,129.55	22.87%
HVAC	6620	\$ 8,065.82	\$ 8,820.00	\$	\$ 8,820.00	\$ 1,881.64	21.33%
Playground Maintenance	6630	\$ 19,649.29	\$ 40,000.00	\$ 20,000.00	\$ 60,000.00	\$ 1,308.10	3.27%
Turf Removal	6705	\$ -	\$ 20,000.00	\$	\$ 20,000.00	\$ 1,422.00	7.11%
Grounds Maintenance	6710	\$ 83,052.90	\$ 86,220.00	\$	\$ 86,220.00	\$ 38,294.42	44.41%
Tree Care	6719	\$ 29,996.85	\$ 30,000.00	\$	\$ 30,000.00	\$ 19,327.50	64.43%
Fee Schedule	6727	\$ -	\$ 16,397.00	\$	\$ 16,397.00	\$ -	0.00%
Contracted Pest Control	6730	\$ 860.00	\$ 2,520.00	\$	\$ 2,520.00	\$ 700.00	27.78%
Rubbish & Refuse	6740	\$ 69,003.56	\$ 79,346.00	\$	\$ 79,346.00	\$ 40,362.37	50.87%
Vandalism/Theft	6750	\$ 265.91	\$ 500.00	\$	\$ 500.00	\$ 86.21	17.24%
Memberships	6810	\$ 12,370.00	\$ 14,435.00	\$	\$ 14,435.00	\$ 12,590.00	87.22%
Office Supplies	6910	\$ 5,369.07	\$ 12,709.00	\$	\$ 12,709.00	\$ 7,922.79	62.34%
Postage Expense	6920	\$ 1,052.40	\$ 12,700.00	\$	\$ 12,700.00	\$ 6,968.95	54.87%
Advertising Expense	6930	\$ 1,055.00	\$ 2,490.00	\$	\$ 2,490.00	\$ 2,298.00	92.29%
Printing Charges	6940	\$ 11,314.67	\$ 14,123.00	\$	\$ 14,123.00	\$ 3,918.70	27.75%
Registration Fees	6950	\$ 30,290.31	\$ 47,732.00	\$	\$ 47,732.00	\$ 45,621.39	95.58%
Approp Redev/Collection Fees	6960	\$ 509,538.40	\$ 545,454.00	\$	\$ 545,454.00	\$ 271,904.71	49.85%
Minor Furn Fixture & Equip	6980	\$ 1,121.45	\$ 1,137.00	\$	\$ 1,137.00	\$ 861.23	75.75%
Fingerprint Fees (HR)	7010	\$ 346.00	\$ 2,640.00	\$	\$ 2,640.00	\$ 284.00	10.76%
Fire & Safety Insp Fees	7020	\$ 2,239.93	\$ 3,800.00	\$	\$ 3,800.00	\$ 364.65	9.60%
Permit & Licensing Fees	7030	\$ 1,740.26	\$ 6,350.00	\$	\$ 6,350.00	\$ 3,628.40	57.14%
State License Fee	7040	\$ 657.50	\$ 1,000.00	\$	\$ 1,000.00	\$ 48.75	4.88%
Professional Services	7100	\$ 7,000.00	\$ 81,550.00	\$	\$ 81,550.00	\$ 39,048.00	47.88%
Legal Services	7110	\$ 47,226.36	\$ 90,000.00	\$	\$ 90,000.00	\$ 23,332.20	25.92%
Typeset and Print Services	7115	\$ -	\$ 24,300.00	\$ 5,000.00	\$ 29,300.00	\$ 10,738.77	44.19%
Instructor Services	7120	\$ 58,711.02	\$ 69,303.00	\$ 39,000.00	\$ 108,303.00	\$ 69,810.11	100.73%
PERS Admin Fees	7125	\$ 1,573.86	\$ 2,128.00	\$	\$ 2,128.00	\$ 626.57	29.44%
Audit Services	7130	\$ 12,760.00	\$ 20,275.00	\$	\$ 20,275.00	\$ 8,000.00	39.46%
Medical & Health Svcs (HR)	7140	\$ 1,275.00	\$ 8,670.00	\$ (2,250.00)	\$ 6,420.00	\$ 1,105.00	12.75%
Security Services	7150	\$ 2,932.50	\$ 4,147.00	\$	\$ 4,147.00	\$ 3,207.00	77.33%
Entertainment Services	7160	\$ -	\$ 3,900.00	\$ (1,500.00)	\$ 2,400.00	\$ 118.72	3.04%
Business Services	7180	\$ 83,023.90	\$ 67,660.00	\$	\$ 67,660.00	\$ 40,499.87	59.86%
Umpire/Referee Services	7190	\$ 323.75	\$ 1,500.00	\$	\$ 1,500.00	\$ 1,065.00	71.00%
Subscriptions	7210	\$ 1,423.98	\$ 3,723.00	\$	\$ 3,723.00	\$ 95.94	2.58%
Rents and Leases	7300	\$ -	\$ -	\$	\$ -	\$ -	0.00%
Rents & Leases - Equip	7310	\$ 2,740.83	\$ 24,000.00	\$	\$ 24,000.00	\$ 4,221.91	17.59%
Bldg/Field Leases & Rental	7320	\$ 190.00	\$ 60.00	\$	\$ 60.00	\$ (250.00)	-416.67%
Event Supplies	7410	\$ 627.35	\$ 3,330.00	\$	\$ 3,330.00	\$ 687.99	20.66%
Supplies	7420	\$ 1,793.98	\$ 4,900.00	\$ 9,535.00	\$ 14,435.00	\$ 2,060.10	42.04%
Bingo Supplies	7430	\$ 637.25	\$ 3,600.00	\$	\$ 3,600.00	\$ 3,020.12	83.89%
Sporting Goods	7440	\$ 1,722.25	\$ 6,000.00	\$	\$ 6,000.00	\$ 2,648.40	44.14%
Arts and Craft Supplies	7450	\$ -	\$ 3,375.00	\$	\$ 3,375.00	\$ -	0.00%
Training Supplies	7460	\$ 699.71	\$ 1,800.00	\$	\$ 1,800.00	\$ 30.00	1.67%
Small Tools	7500	\$ 4,873.00	\$ 6,000.00	\$	\$ 6,000.00	\$ 2,402.58	40.04%
Safety Supplies	7510	\$ 1,241.45	\$ 2,550.00	\$ 3,200.00	\$ 5,750.00	\$ 920.82	36.11%
Uniform Allowance	7610	\$ 5,116.50	\$ 11,220.00	\$	\$ 11,220.00	\$ 5,651.94	50.37%
Safety Clothing	7620	\$ 2,757.49	\$ 4,764.00	\$	\$ 4,764.00	\$ 450.00	9.45%
Transportation and Travel	7700	\$ -	\$ 1,500.00	\$	\$ 1,500.00	\$ -	0.00%
Conference&Seminar Staff	7710	\$ 6,938.33	\$ 24,896.00	\$ (1,700.00)	\$ 23,196.00	\$ 4,993.95	20.06%
Conference&Seminar Board	7715	\$ -	\$ 4,450.00	\$	\$ 4,450.00	\$ 151.00	3.39%
Conference&Seminar Travel Exp	7720	\$ -	\$ 14,718.00	\$ (1,000.00)	\$ 13,718.00	\$ 1,855.19	12.60%
Out of Town Travel Board	7725	\$ -	\$ 2,420.00	\$	\$ 2,420.00	\$ 1,221.94	50.49%
Private Vehicle Mileage	7730	\$ 123.00	\$ 3,892.00	\$	\$ 3,892.00	\$ -	0.00%
Buses/Excursions	7750	\$ -	\$ 17,400.00	\$	\$ 17,400.00	\$ -	0.00%
Utilities - Gas	7810	\$ 26,097.93	\$ 30,414.00	\$	\$ 30,414.00	\$ 18,133.60	59.62%
Utilities - Water	7820	\$ 888,333.71	\$ 899,999.00	\$	\$ 899,999.00	\$ 443,845.00	49.32%
Utilities - Electric	7830	\$ 155,202.20	\$ 190,000.00	\$ 20,000.00	\$ 210,000.00	\$ 111,138.31	58.49%
Airport Assessment Exp	7840	\$ 842.00	\$ 14,000.00	\$	\$ 14,000.00	\$ -	0.00%
Awards and Certificates	7910	\$ 2,674.27	\$ 14,206.00	\$	\$ 14,206.00	\$ 7,144.60	50.29%
Meals for Staff Training	7920	\$ 1,395.96	\$ 3,500.00	\$	\$ 3,500.00	\$ 619.12	17.69%
Employee Morale	7930	\$ 144.24	\$ 3,000.00	\$ 2,500.00	\$ 5,500.00	\$ 2,496.77	83.29%

General Ledger
Mid-Year Budget Adjustments - Fund 10
Fiscal Year 2021-2022

Description	Account	One Year Prior Actual Prior Actual	Original Budget 21-22	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
COP Debt - PV Fields	7950	\$ 229,759.38	\$ 223,760.00		\$ 223,760.00	\$ -	0.00%
Reserve Dry Period	7973	\$ -	\$ 36,645.00		\$ 36,645.00	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 65,000.00	\$ 35,000.00	\$ 100,000.00	\$ -	0.00%
Reserve Compensated Absences	7976	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	\$ -	0.00%
Admin Fee/CC Refund 2020	8112	\$ 11,792.34	\$ -		\$ -	\$ 275.00	0.00%
Services and Supplies		\$ 2,794,129.85	\$ 3,502,788.00	\$ 211,591.00	\$ 3,714,379.00	\$ 1,627,655.07	46.47%
Capital							
Equip/Facility Replacement	8420	\$ 269.42	\$ 64,730.00		\$ 64,730.00	\$ 29,984.93	46.32%
Community Center Marquee	8468	\$ 3,997.52	\$ -		\$ -	\$ -	0.00%
Switches and Servers	8474	\$ 29,642.96	\$ -		\$ -	\$ -	0.00%
Turf Grinder	8475	\$ 14,366.14	\$ -		\$ -	\$ -	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ 7,950.00	\$ -		\$ -	\$ -	0.00%
PV Fields Painting West End	8477	\$ 8,830.00	\$ -		\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ 5,500.00		\$ 5,500.00	\$ -	0.00%
HVAC Administration Bldg	8481	\$ 13,200.00	\$ -		\$ -	\$ -	0.00%
HVAC for Room #6	8482	\$ 10,876.76	\$ -		\$ -	\$ -	0.00%
ECAA Loan-Lighting Project	8483	\$ -	\$ 190,000.00		\$ 190,000.00	\$ 52.50	0.03%
HVAC Conference Room	8485	\$ -	\$ 15,000.00		\$ 15,000.00	\$ 7,414.00	49.43%
Pool Vacuum	8486	\$ -	\$ 6,000.00		\$ 6,000.00	\$ 5,203.25	86.72%
Springville Parking Lot	8487	\$ -	\$ 80,000.00		\$ 80,000.00	\$ 23,600.22	29.50%
Mission Oaks Parking Lot	8488	\$ -	\$ 100,000.00		\$ 100,000.00	\$ 24,083.20	24.08%
Tennis Court Lighting	8489	\$ -	\$ 140,000.00		\$ 140,000.00	\$ 55,496.64	39.64%
Senior Center Carpeting	8491	\$ -	\$ 15,000.00		\$ 15,000.00	\$ 7,496.78	49.98%
Sr Ctr Upgrade to Sound Board	8492	\$ -	\$ 15,000.00		\$ 15,000.00	\$ -	0.00%
Bingo Console	8494	\$ -	\$ 15,000.00		\$ 15,000.00	\$ 5,007.00	33.38%
Turf Sweeper	8495	\$ -	\$ 8,190.00		\$ 8,190.00	\$ 8,189.10	99.99%
ADA Transition Plan	8496	\$ -	\$ 82,880.00		\$ 82,880.00	\$ 77,800.00	93.87%
Capital		\$ 89,132.80	\$ 737,300.00	\$ -	\$ 737,300.00	\$ 244,327.62	33.14%

Revenue	\$ 8,835,774.00
Total Expenses	\$ 8,557,416.00
	\$ 278,358.00
COVID-19 FUNDS	\$ (230,484.00)
Revenue over Expenses	\$ 47,874.00

RESOLUTION NO. 702

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, APPROVING AND ADOPTING THE MID-YEAR BUDGET ADJUSTMENTS AND TRANSFERS FOR FISCAL YEAR 2021-2022

WHEREAS, the final Budget for FY 2021-2022 was approved by the Pleasant Valley Recreation and Park District Board on July 7, 2021.

WHEREAS, on March 2, 2022 the recommended amended mid-year budget for fiscal year 2021-2022 was presented to the Board, and

WHEREAS, the Board has considered the recommended amendments.

NOW THEREFORE, the Board of Pleasant Valley Recreation and Park District hereby resolves that:

1. The 2021-2022 Budget amendments as attached hereto including estimated revenues and appropriations for operations, capital improvements, Assessment District funds, Quimby funds, and transfers are hereby approved and adopted effective March 2, 2022.
2. The General Manager is authorized to make expenditures conforming with this Budget and to make adjustments between the various accounts within each fund, limited to the total amount budgeted for said funds.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 2nd day of March 2022 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Robert Kelley, Chairman
PVRPD Board of Directors

ATTESTED:

Bev Dransfeldt, Secretary
PVRPD Board of Directors

Budget Transfers FY2021-2022

Title of Account	Account Number	Adopted Budget Amount	Transfer Amount	New Budget Amount
Part-Time Wages	10-03-320-000-6110	\$40,950	(\$5,100)	\$35,850
Part-Time Wages	10-03-503-000-6110	\$13,130	\$5,100	\$18,230
Public Fees	10-03-370-000-5511	\$36,350	(\$14,400)	\$21,950
Bingo Revenue	10-03-370-000-5508	\$0	\$14,400	\$14,400
Total Transfer			\$0	

Reserves FY2021-2022

Reserve	Amount at 7/1/2021	FY21-22 Budgeted Increase	Amount at 1/31/22	Mid-Year Increase	Current Amount
Reserve - Dry Period	\$ 361,000	\$ 36,645	\$ 397,645	\$ -	\$ 397,645
Reserve - Computer Fleet	\$ 20,000		\$ 20,000	\$ -	\$ 20,000
Reserve - Repair/Operations/Administration	\$ 200,000	\$ 65,000	\$ 265,000	\$ 35,000	\$ 300,000
Reserve - Vehicle Fleet	\$ 79,844	\$ -	\$ -	\$ -	\$ 79,844
Reserve - Compensated Absences	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000
				Goal Setting Meeting Distribution	Current Amount
Designated Project Cash	\$16,397.94*		\$ -	\$230,484	\$230,484

*Funds assigned to Surplus Carry Over to help cover cost of Fee Study

General Ledger
Mid-Year Budget Adjustments - Fund 20
Fiscal Year 2021-2022

Description	Account	One Year Prior Actual Prior Actual	Original Budget 21-22	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date	% of Budget
Revenue							
Interest Earnings	5310	\$ 291.44	\$ 238.00		\$ 238.00	\$ 141.10	59.29%
Assessment Revenue	5500	\$ 1,201,990.21	\$ 1,209,566.00		\$ 1,209,566.00	\$ 716,722.21	58.90%
Revenue		\$ 1,202,281.65	\$ 1,209,804.00	\$ -	\$ 1,209,804.00	\$ 716,863.31	58.90%
Personnel							
Full Time Salaries	6100	\$ 18,076.02	\$ 20,831.00		\$ 20,831.00	\$ 12,276.51	53.22%
Overtime Salaries	6101	\$ -	\$ -		\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 178.00		\$ 178.00	\$ 112.31	58.85%
Retirement	6120	\$ 3,108.00	\$ 3,568.00		\$ 3,568.00	\$ 1,988.45	50.82%
Employee Insurance	6130	\$ 4,726.41	\$ 3,749.00		\$ 3,749.00	\$ 1,850.39	44.22%
Workers Compensation	6140	\$ 1,873.67	\$ 2,483.00		\$ 2,483.00	\$ 1,310.27	47.98%
Personnel		\$ 27,784.10	\$ 30,809.00	\$ -	\$ 30,809.00	\$ 17,537.93	56.92%
Services and Supplies							
Incidental Costs - Assess	6709	\$ 18,620.01	\$ 19,444.00	\$ 10,650.00	\$ 30,094.00	\$ 20,815.18	107.05%
Grounds Maintenance	6710	\$ -	\$ 15,000.00		\$ 15,000.00	\$ 3,231.58	21.54%
Tree Care	6719	\$ 67,500.00	\$ 67,500.00		\$ 67,500.00	\$ 56,287.50	83.39%
Contracted LS Services	6720	\$ 488,631.08	\$ 465,913.00		\$ 465,913.00	\$ 253,227.01	54.36%
Park Amenities - Assess	6722	\$ 15,956.43	\$ 17,500.00		\$ 17,500.00	\$ 1,699.42	9.71%
Registration Fees	6950	\$ -	\$ 70.00		\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ 2,891.08	\$ 3,500.00		\$ 3,500.00	\$ 1,763.41	49.62%
COP Debt - PV Fields	7950	\$ 525,559.21	\$ 529,760.00		\$ 529,760.00	\$ 529,760.00	100.00%
Services and Supplies		\$ 1,119,157.81	\$ 1,118,687.00	\$ 10,650.00	\$ 1,129,337.00	\$ 866,854.10	76.79%

REVENUE	\$ 1,209,804.00
EXPENSES	\$ 1,160,146.00
FUNDS AVAILABLE	\$ 49,658.00

General Ledger
Mid-Year Budget Adjustments - Fund 30
Fiscal Year 2021-2022

Description	Account	One Year Prior Actual Prior Acutal	Original Budget 21-22	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date	% of Budget
Revenue							
Interest Earnings	5310	\$ 35,233.24	\$ 35,013.00	\$ (25,000.00)	\$ 10,013.00	\$ 5,561.24	15.88%
MBS Interest Earnings	5320	\$ 7,320.00	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 42,553.24	\$ 35,013.00	\$ (25,000.00)	\$ 10,013.00	\$ 5,561.24	15.88%
Personnel							
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	
Services and Supplies							
Registration Fees	6950	\$ 12.00	\$ -	\$ -	\$ -	\$ 36.00	0.00%
Services and Supplies		\$ 12.00	\$ -	\$ -	\$ -	\$ 36.00	0.00%
Capital							
Arneill Ranch Park Renovation	8464	\$ 93,593.54	\$ 1,477,651.00		\$ 1,477,651.00	\$ 1,177,276.39	79.67%
PVAC Restroom & Shower	8469	\$ 35,249.13					
Fertilizer Injector System	8478	\$ 50,788.90					
Community Center Kitchen	8480	\$ 20,652.84	\$ 273,262.00		\$ 273,262.00	\$ 108,773.38	39.81%
Pickleball Sports Complex	8493	\$ 1,400,000.00	\$ 1,400,000.00		\$ 1,400,000.00		0%
Capital		\$ 200,284.41	\$ 3,150,913.00	\$ -	\$ 3,150,913.00	\$ 1,286,049.77	40.82%

REVENUE	\$ 10,013.00
EXPENSES	\$ -
FUNDS AVAILABLE	\$ (10,013.00)

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Dylan Gunning MPA, CPRP, Administrative Analyst

DATE: March 2, 2022

**SUBJECT: SOMIS RANCH FARMWORKER HOUSING PROJECT
ANNEXATION UPDATE**

SUMMARY

A new development known as the Somis Ranch Farmworker Housing Project is in the planning phase just north of the Pleasant Valley Recreation and Park District (District) boundaries at 2789 Somis Road in Somis. The District has been working with the Ventura Local Agency Formation Commission (LAFCo), which implements state law requirements and state and local policies relating to boundary changes for cities and most special districts. This includes spheres of influence, incorporations, annexations, reorganizations, and other changes. As the Somis Ranch Farmworker Housing Project is adjacent to but outside of the District's current boundaries, the District applied for a change of organization and sphere of influence to expand the boundaries to include this project to allow the District to provide services to the residents of the project. On December 15, 2021, LAFCo approved the application.

BACKGROUND

Somis Ranch Partners, LLC, together with associated non-profit affordable housing providers, submitted a formal application to the County of Ventura to develop a farmworker housing community on May 17, 2019. This is a private development that has been approved for the development of 360-units of multi-family housing on approximately 18.43 acres in the unincorporated area of Ventura County, located at 2789 Somis Road, northwest of the intersection of Somis Road/Lewis Road and Las Posas Road/Upland Road. This area is currently just outside of the District's sphere of influence and boundaries.

The County held a scoping meeting on April 22, 2020 to review the Somis Ranch Farmworker Housing Project description, potential impacts, the CEQA review schedule and tentative project timeline. On January 14, 2021, the Ventura County Planning Commission held a hearing to discuss the next steps for the project and then on February 2, 2021, the Ventura County Board of Supervisors held a final public hearing to review the project which they then approved.

SOAR (a Save Open Space & Agricultural Resources initiative) establishes an urban growth boundary within which future development can occur. With limited exceptions, the boundary line of the SOAR may not be altered without voter approval.

This annexation project does not require a SOAR vote as voter approval is only needed if the General Plan land use designation is amended from an Agriculture, Open Space, or Rural Land Use designation. In this case, a farmworker housing complex is an allowed use in the Agricultural Exclusive (AE) zone, which is the current zoning designation for this property, such that there was no change in land use designation for this project. This is a 100% affordable rental project for farmworkers who qualify as lower income.

As the District is an interested party in the Somis Ranch Farmworker Housing project, staff reviewed the draft Environmental Impact Report and participated in the Planning Commission meeting and the Ventura Board of Supervisors meetings at which the project was considered and ultimately approved. As part of the initial review process, the District requested that there be more detailed analysis as it related to parks and recreation spaces and programming. The families residing in this complex are unlikely to use any Ventura County park resources due to their proximity to the District's classes and facilities.

The three nearest County of Ventura parks are: Santa Rosa Valley Park (5.1 miles from a planned development), Steckel Park (25.1 miles); and Soule Park (31 miles). Of these three parks, Soule Park is the only park with features developed beyond open space and campgrounds, with playgrounds, sports fields, and tennis courts, etc. Conversely, there are nine District Parks within a 2.5-mile radius of the Somis Ranch Farmworker Housing Development, which include amenities such as: playgrounds, soccer fields, baseball/softball fields, an aquatics center, tennis/pickleball courts, and basketball courts, among other features.

Additionally, this development is sited adjacent to what is already one of the District's most heavily impacted acreage per-capita areas. If the District's boundaries were less than a mile further, this development would be included in the District and would support/use District facilities without question. There is no doubt that this development will impact PVRPD resources, due to its proximity to already heavily impacted District facilities and due to the population (1,112 individuals) the project is expected to house.

While the District would typically review options such as Quimby Fees or the dedication of parkland to mitigate the impact of this project, those are not currently available as the project site is currently outside of the District's boundaries. The Public Resources Code, Chapter 4, Recreation and Park Districts, (**§§ 5780 through 5791.7**) declares that the provision of recreation, park, and open-space facilities and services are essential services and the Legislature's that recreation and park districts cooperate with other public agencies "to deliver those facilities and services". For this reason, PRC Section 5871 explains that "territory, whether incorporated or unincorporated, whether contiguous or noncontiguous, may be included in a district."

As a result, the District requested that the Ventura County Board of Supervisors consider the following two items as part of the project's approval process:

- 1) Award the Quimby fees which are still to be determined to Pleasant Valley Recreation and Park District to allow the District to accommodate the increase in capacity at one or several of the following parks: Dos Caminos, Pitts Ranch Park, Bob Kildee Community Park, Community Center Park, Pleasant Valley Senior Center, and the Pleasant Valley Aquatic Center.

- 2) The County's inclusion of a condition of approval required the Pleasant Valley Recreation and Park District to actively demonstrate the annexation of this development into the District's boundaries.

The Supervisors agreed that the District will support the residents of this project and added a condition of approval as requested by the District, tying the project's Quimby fees to the annexation process.

ANALYSIS

On September 24, 2021, the District submitted an application to LAFCo for the annexation of the Somis Farmworker Housing project with a public hearing on December 15, 2021. The public hearing included the following agenda item with a recommendation for approval: LAFCo 21-11 and LAFCo 21-11S Pleasant Valley Recreation and Park District Annexation and Sphere of Influence Amendment – Somis Ranch.

The proposal involves the annexation of approximately 18.41 acres (and an associated sphere of influence amendment) to PVRPD in anticipation of development of the proposal area with 360 dwelling units. PVRPD provides recreation and park services to the City of Camarillo and surrounding areas. The proposal area includes Assessor's Parcel Number 156-0-180-48 (portion), located at 2789 Somis Road, approximately 650 feet north of the intersection of Las Posas Road/Upland Road and Lewis Road/Somis Road, immediately northeast of the City of Camarillo.

It was recommended that the Commission take the following actions:

- A. Determine that the action to approve the request is exempt under California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3).
- B. Adopt Resolution LAFCo 21-11S making determinations and approving a sphere of influence amendment for the PVRPD.
- C. Adopt Resolution LAFCo 21-11 making determinations and approving an annexation for the PVRPD.

All three items A, B, C were approved by a unanimous vote of the LAFCo Board.

On February 17, 2022, the District received the Certificate of Completion formally completing the annexation of the proposed area.

On February 2, 2022, the County of Ventura announced the final decision that the amount of Quimby Fees for Pleasant Valley Recreation and Park District for the project will be \$625,725. The development will be completed in two phases splitting the Quimby fee in parts; for the first phase, the District will receive \$347,625.

Per section 8208-8.3.2 through 8.3.4 of the VC Subdivision Ordinance the land dedication is as follows:

- 3.09 (census population per household) x 360 house units = $1,112.4$ (the net increase in population)
- $1,112.4$ x 0.005 (park acreage per 1000 residents) = 5.562 acres (the amount of land that would otherwise be required to be dedicated)

Per section 8208-83.6 of the VC Subdivision Ordinance “the amount of such fee shall be an amount equal to 125 percent of the fair market value of the usable park land...”

The Quimby fee is therefore:

- FMV of usable parkland = $\$90,000/\text{acre} \times 5.562 = \$500,580$
- Quimby fee = $\$500,580 \times 1.25 = \mathbf{\$625,725}$

The first phase of development is only 200 units, so the first fee payment is:

- $3.09 \times 200 \text{ units} = 618$ (net increase in population)
- 618×0.005 (park acreage per 1000 residents) = 3.09 acres
- $\$90,000 \text{ per acre} \times 3.09 = \$278,100$
- $\$278,100 \times 1.25 = \mathbf{\$347,625}$ for phase one

FISCAL IMPACT

Informational item only; no fiscal impact.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.1: Identify additional sources of revenue to reduce the reliance on current property tax.

RECOMMENDATION

Informational item only; no Board action required.

ATTACHMENT

- 1) LAFCO 21-11S – Pleasant Valley Recreation & Park District Sphere of Influence Amendment - Somis Ranch (6 pages)
- 2) LAFCO 21-11 – Approving the Pleasant Valley Recreation & Park District Annexation – Somis Ranch (5 pages)
- 3) Certificate of Completion (9 pages)

LAFCO 21-115

**RESOLUTION OF THE VENTURA LOCAL AGENCY FORMATION
COMMISSION MAKING DETERMINATIONS AND APPROVING
THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
SPHERE OF INFLUENCE AMENDMENT – SOMIS RANCH**

WHEREAS, Government Code § 56425 et seq. requires the Local Agency Formation Commission (LAFCo or Commission) to develop and determine the sphere of influence of each local governmental agency within the County; and

WHEREAS, a written request has been filed with the LAFCo Executive Officer pursuant to Government Code § 56428 for the amendment of the Pleasant Valley Recreation and Park District (PVRPD or District) sphere of influence; and

WHEREAS, at the times and in the manner required by law, the LAFCo Executive Officer gave notice of the consideration of this item by the Commission; and

WHEREAS, the sphere of influence amendment item was duly considered at a public hearing on December 15, 2021, as specified in the notice of hearing; and

WHEREAS, the Commission heard, discussed, and considered all oral and written testimony for and against the sphere of influence amendment including, but not limited to, testimony at the public hearing on December 15, 2021, and the LAFCo staff report and recommendations.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Commission as follows:

- (1) The LAFCo Staff Report and recommendations dated December 15, 2021, are adopted; and
- (2) The Commission has considered the criteria set forth in Government Code § 56425(e) and determines as follows:
 - a. ***The present and planned land uses in the area, including agricultural and open-space lands. (§ 56425(e)(1))***

The area to be included in the PVRPD sphere of influence is used for agricultural cultivation (i.e., row crops) and has a County General Plan designation of *Agricultural*. This territory has been approved for development of 360 farmworker dwelling units within the unincorporated County area. The anticipated residential use is allowed on land designated as *Agricultural* by the County's General Plan.

b. *The present and probable need for public facilities and services in the area.*
(§ 56425(e)(2))

The area to be included in the PVRPD sphere of influence is used for agricultural cultivation (i.e., row crops) and has a County General Plan designation of *Agricultural*. This territory has been approved for development into 360 farmworker dwelling units within the unincorporated County area. According to the PVRPD's application materials, the addition of approximately 1,120 residents will result in the need for public recreational facilities and services that include organized youth and adult sports, classes, cultural opportunities, aquatics, community special events, and senior services, all of which are provided by the PVRPD in the vicinity of the development site. While the Ventura County Parks Department provides recreation and park services and facilities throughout the County, PVRPD facilities and programs are more readily accessible to serve the residents of the subject parcel due to their proximity to the project site. For example, the PVRPD documents that 9 of its 28 parks are within a 2.5-mile radius of the proposal area, and include playgrounds, soccer fields, baseball/softball fields, an aquatics center, tennis/pickleball courts, and basketball courts. As a practical result, future residents of the proposal area are likely to primarily use PVRPD services and facilities to meet their recreation and park needs, regardless of whether or not the proposal area is included in the PVRPD's service area. No other changes in service (such as service related to water and sanitation, police and fire protection, street maintenance and lighting, and libraries) would occur as a result of the annexation.

c. *The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide. (§ 56425(e)(3))*

The PVRPD provides a variety of recreational facilities and amenities at its 28 parks, which include an aquatic center, barbecue areas, children's play equipment, a community center, dog parks, hiking trails, lighted ball fields and soccer fields, picnic shelters, a running track, a senior center, a skate park, tennis courts, and walking paths. The PVRPD has a parkland goal of 5 acres per 1,000 residents, but currently has an actual parkland ratio of 3.3 acres per 1,000 residents. Upon expansion of its sphere of influence (and related annexation) of the development site, the PVRPD's ratio will reduce further to 3.28 acres per 1,000 residents. Due to the proximity of its services and facilities to the project site, the PVRPD expects the anticipated development of the farmworker housing project to increase demands on the PVRPD, regardless of whether or not the PVRPD's sphere is expanded and an annexation occurs. However, the sphere expansion and related annexation would allow the PVRPD to better support its existing constituents and expected new residents through the addition of property taxes and Quimby fees. For example, the PVRPD anticipates that Quimby fees generated by the new development will result in capacity increases at one or several of the following facilities: Dos Caminos Park, Pitts Ranch Park, Bob Kildee Community Park, Community Center Park, Pleasant Valley Senior Center, and the Pleasant Valley Aquatic Center. Based on the information above, the PVRPD has demonstrated that it has the ability to provide the necessary public service within the subject territory.

d. *The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency. (§ 56425(e)(4))*

The subject sphere of influence amendment does not involve territory that is known to be a community of interest. Therefore, the sphere of influence amendment would not result in a detrimental impact to any social or economic communities of interest.

e. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection. . . the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence. (§ 56425(e)(5))

The existing sphere of influence of the PVRPD does not include either of the two communities (Nyeland Acres, adjacent to the City of Oxnard, and Saticoy, adjacent to the City of San Buenaventura) that the Commission determined met the definition of a disadvantaged unincorporated community (Handbook Section 3.2.5). Furthermore, the PVRPD does not provide public facilities or services related to sewers, municipal and industrial water, or structural fire protection.

Therefore, this determination does not apply to the requested sphere of influence amendment.

- (3) The sphere of influence amendment for the District is hereby approved to include the area as generally depicted in Exhibit A attached hereto; and
- (4) In accordance with staff's recommendation that the subject sphere of influence amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to § 15061(b)(3) of the CEQA Guidelines, the Commission hereby finds the sphere of influence amendment to be exempt; and
- (5) The Commission directs staff to file a Notice of Exemption under § 15062 of the CEQA Guidelines; and
- (6) This sphere of influence amendment approval shall not become effective until the effective date of the associated annexation titled "LAFCO 21-11 PLEASANT VALLEY RECREATION AND PARK DISTRICT ANNEXATION – SOMIS RANCH"; and
- (7) LAFCo staff is directed to have the official Geographic Information System (GIS) sphere of influence data maintained for the Ventura LAFCo by the Ventura County Information Technology Services Department as the official sphere of influence record for the District amended consistent with this action.

This resolution was adopted on December 15, 2021.

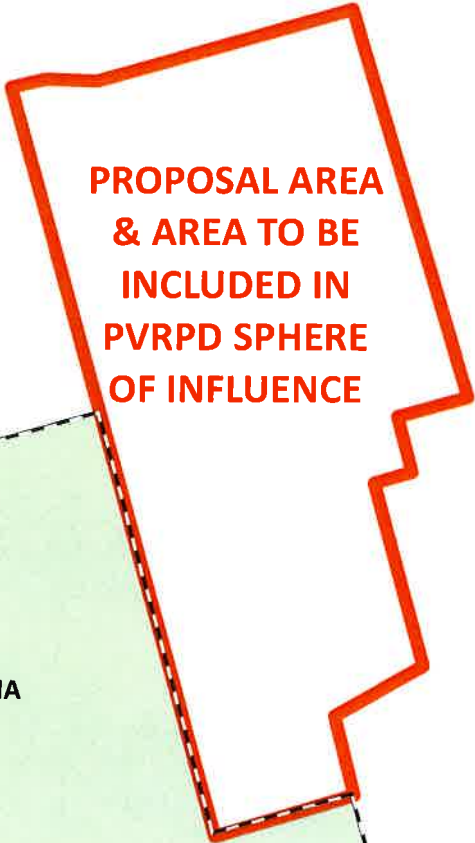
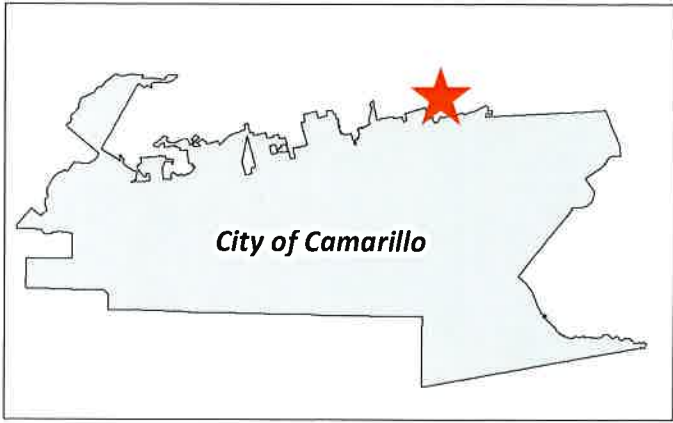
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Alt. Commissioner Zaragoza	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


December 15, 2021
Date


Chair, Ventura Local Agency Formation Commission

Attachment: Exhibit A

- c: City of Camarillo
- Pleasant Valley Recreation and Park District
- Ventura County Planning Division
- Ventura County Parks Department
- Southern California Edison
- Sempra Energy/Gas Company
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- Ventura County Auditor-Controller
- Ventura County Elections-Registrar of Voters
- Ventura County Sheriff – EOC
- Ventura County Surveyor
- Ventura County GIS Officer



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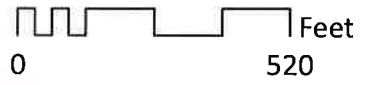
SOMIS RD




LAS POSAS RD

UPLAND RD



LAFCo 21-11 & LAFCo 21-11S
 Pleasant Valley Recreation and Park District (PVRPD)
 PVRPD Annexation and Sphere of Influence Amendment
 Somis Ranch
 December 15, 2021



-  LAFCo 21-11 & LAFCo 21-11S
-  PVRPD - Sphere of Influence
-  PVRPD - District Boundary

LAFCO 21-11

**RESOLUTION OF THE VENTURA LOCAL AGENCY FORMATION
COMMISSION MAKING DETERMINATIONS AND APPROVING THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ANNEXATION – SOMIS RANCH**

WHEREAS, the above-referenced proposal has been filed with the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo or Commission) pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (§ 56000 et seq. of the California Government Code); and

WHEREAS, notice was provided at the times and in the manner required by law; and

WHEREAS, the proposal was duly considered on December 15, 2021; and

WHEREAS, the Commission heard, discussed and considered all oral and written testimony for and against the proposal including, but not limited to, the LAFCo Staff Report (which contains the recommendations and a discussion of applicable spheres of influence and local plans and policies); and

WHEREAS, all landowners within the affected territory have consented to the proposal; and

WHEREAS, the affected territory has fewer than 12 registered voters and is considered uninhabited; and

WHEREAS, information satisfactory to the Commission has been presented that no subject or affected agencies have submitted written opposition to the proposal; and

WHEREAS, the Commission finds the proposal to be in the best interest of the landowners and present and future inhabitants within the Pleasant Valley Recreation and Park District (PVRPD or District) and within the affected territory, and the organization of local governmental agencies within Ventura County.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Ventura Local Agency Formation Commission as follows:

- (1) The LAFCo Staff Report dated December 15, 2021, and recommendation for approval of the proposal are adopted.
- (2) The proposal will lead to planned, orderly, and efficient development.

- (3) The annexation is hereby approved, and the boundaries are established as generally set forth in the attached Exhibit A.
- (4) The boundaries of the proposal are found to be definite and certain as approved.
- (5) The subject proposal is assigned the following distinctive short form designation: **LAFCO 21-11 PLEASANT VALLEY RECREATION AND PARK DISTRICT ANNEXATION – SOMIS RANCH.**
- (6) In accordance with staff's recommendation that the subject proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to § 15061(b)(3) of the CEQA Guidelines, the Commission hereby finds the annexation to be exempt.
- (7) The Commission directs staff to file a Notice of Exemption under § 15062 of the CEQA Guidelines.
- (8) The affected territory is uninhabited as defined by Government Code § 56046.
- (9) Pursuant to Government Code § 56662(a), the territory is uninhabited, no affected local agency has submitted a written demand for notice and hearing, and all the owners of land within the affected territory have given their written consent to the proposal. The Commission hereby makes determinations upon the proposal without notice and hearing, and waives protest proceedings entirely.
- (10) The owner of the affected territory shall be liable for all taxes, charges, fees or assessments that are levied on similar properties within the City.
- (11) **A Certificate of Completion for this annexation shall not be recorded until all LAFCo fees have been paid and until fees necessary for filing with the State Board of Equalization have been submitted to the LAFCo Executive Officer.**
- (12) **A Certificate of Completion for this annexation shall not be recorded until a map and legal description consistent with this approval and suitable for filing with the State Board of Equalization, as determined by the County Surveyor, have been submitted to the LAFCo Executive Officer.**
- (13) **If a Certificate of Completion has not been filed within one year after the Commission's approval of the proposal, the proceeding shall be deemed terminated**

unless prior to the expiration of that year the Commission authorizes an extension of time for that completion (Government Code § 57001).

- (14) This annexation shall not become effective until such time as a map has been recorded to perfect the approved subdivision associated with the development project.**

This resolution was adopted on December 15, 2021.

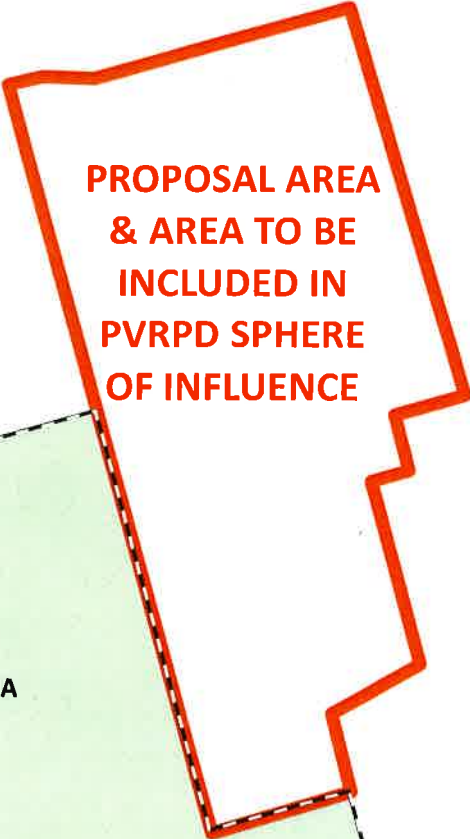
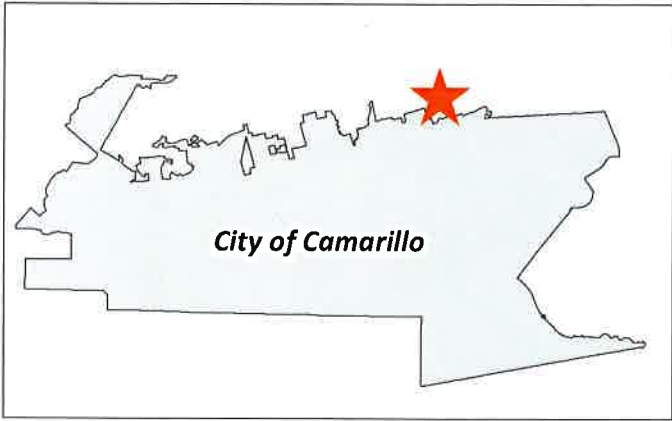
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Alt. Commissioner Zaragoza	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


December 15, 2021
Date


Chair, Ventura Local Agency Formation Commission

Attachment: Exhibit A

- c: City of Camarillo
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- Ventura County Planning Division
- Ventura County Parks Department
- Southern California Edison
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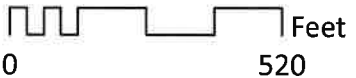
SOMIS RD




LAS POSAS RD

UPLAND RD



LAFCo 21-11 & LAFCo 21-11S
 Pleasant Valley Recreation and Park District (PVRPD)
 PVRPD Annexation and Sphere of Influence Amendment
 Somis Ranch
 December 15, 2021



-  LAFCo 21-11 & LAFCo 21-11S
-  PVRPD - Sphere of Influence
-  PVRPD - District Boundary

No Fees per Government Code 27383

2022000019162

Recorded in Official Records
Ventura County Clerk-Recorder
Mark A. Lunn

RECORDING REQUESTED BY:
Ventura Local Agency Formation Commission
WHEN RECORDED MAIL TO:
Ventura LAFCo
L# 1850

02/14/2022
01:21 PM
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CERVANTD

Titles: 1 Pages: 9
Fees: \$0.00



VENTURA LOCAL AGENCY FORMATION COMMISSION
801 South Victoria Ave., Suite 301
Ventura, CA 93003

CERTIFICATE OF COMPLETION

Pursuant to Government Code Section 57200, this Certificate is issued by the Executive Officer of the Local Agency Formation Commission for Ventura County, California.

1. The short-term designation, as determined by LAFCo, is:

LAFCo 21-11 - Pleasant Valley Recreation and Park District Annexation - Somis Ranch

2. The specific change of organization is as follows:

Pleasant Valley Recreation and Park District – Annexation

3. Assessor’s Parcel Number: 156-0-180-48 (portion)

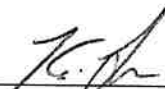
4. The district listed above is located in Ventura County.

5. The Local Agency Formation Commission’s resolution of approval, LAFCo 21-11, which was adopted on December 15, 2021, is made a part of this certificate by reference and sets forth the description of the boundaries of the proposal and any terms and conditions that apply.

6. The territory is uninhabited.

I hereby certify that the resolution cited above includes any terms and conditions, and the maps and legal descriptions. I declare under penalty of perjury that the foregoing is true and correct.

Dated: 2-8-22


Kai Luoma, Executive Officer
Ventura LAFCo

LAFCO 21-11

**RESOLUTION OF THE VENTURA LOCAL AGENCY FORMATION
COMMISSION MAKING DETERMINATIONS AND APPROVING THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ANNEXATION – SOMIS RANCH**

WHEREAS, the above-referenced proposal has been filed with the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo or Commission) pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (§ 56000 et seq. of the California Government Code); and

WHEREAS, notice was provided at the times and in the manner required by law; and

WHEREAS, the proposal was duly considered on December 15, 2021; and

WHEREAS, the Commission heard, discussed and considered all oral and written testimony for and against the proposal including, but not limited to, the LAFCo Staff Report (which contains the recommendations and a discussion of applicable spheres of influence and local plans and policies); and

WHEREAS, all landowners within the affected territory have consented to the proposal; and

WHEREAS, the affected territory has fewer than 12 registered voters and is considered uninhabited; and

WHEREAS, information satisfactory to the Commission has been presented that no subject or affected agencies have submitted written opposition to the proposal; and

WHEREAS, the Commission finds the proposal to be in the best interest of the landowners and present and future inhabitants within the Pleasant Valley Recreation and Park District (PVRPD or District) and within the affected territory, and the organization of local governmental agencies within Ventura County.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Ventura Local Agency Formation Commission as follows:

- (1) The LAFCo Staff Report dated December 15, 2021, and recommendation for approval of the proposal are adopted.
- (2) The proposal will lead to planned, orderly, and efficient development.

- (3) The annexation is hereby approved, and the boundaries are established as generally set forth in the attached Exhibit A.
- (4) The boundaries of the proposal are found to be definite and certain as approved.
- (5) The subject proposal is assigned the following distinctive short form designation: **LAFCO 21-11 PLEASANT VALLEY RECREATION AND PARK DISTRICT ANNEXATION – SOMIS RANCH.**
- (6) In accordance with staff's recommendation that the subject proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to § 15061(b)(3) of the CEQA Guidelines, the Commission hereby finds the annexation to be exempt.
- (7) The Commission directs staff to file a Notice of Exemption under § 15062 of the CEQA Guidelines.
- (8) The affected territory is uninhabited as defined by Government Code § 56046.
- (9) Pursuant to Government Code § 56662(a), the territory is uninhabited, no affected local agency has submitted a written demand for notice and hearing, and all the owners of land within the affected territory have given their written consent to the proposal. The Commission hereby makes determinations upon the proposal without notice and hearing, and waives protest proceedings entirely.
- (10) The owner of the affected territory shall be liable for all taxes, charges, fees or assessments that are levied on similar properties within the City.
- (11) **A Certificate of Completion for this annexation shall not be recorded until all LAFCo fees have been paid and until fees necessary for filing with the State Board of Equalization have been submitted to the LAFCo Executive Officer.**
- (12) **A Certificate of Completion for this annexation shall not be recorded until a map and legal description consistent with this approval and suitable for filing with the State Board of Equalization, as determined by the County Surveyor, have been submitted to the LAFCo Executive Officer.**
- (13) **If a Certificate of Completion has not been filed within one year after the Commission's approval of the proposal, the proceeding shall be deemed terminated**

unless prior to the expiration of that year the Commission authorizes an extension of time for that completion (Government Code § 57001).

- (14) This annexation shall not become effective until such time as a map has been recorded to perfect the approved subdivision associated with the development project.**

This resolution was adopted on December 15, 2021.

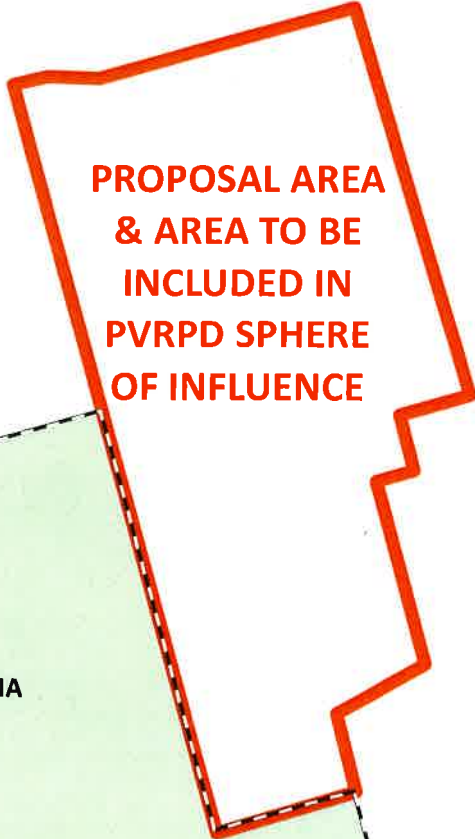
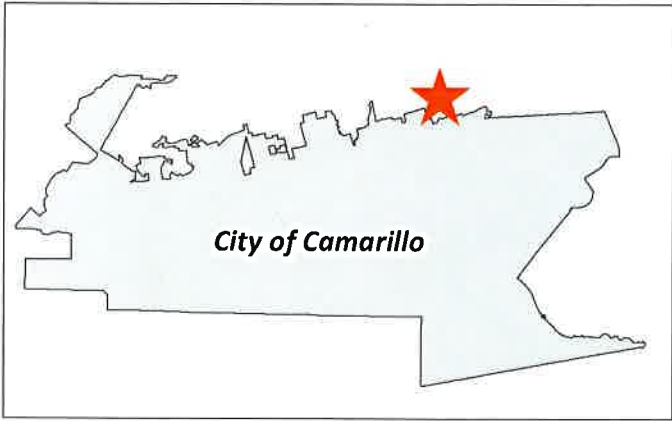
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Alt. Commissioner Zaragoza	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


December 15, 2021
Date


Chair, Ventura Local Agency Formation Commission

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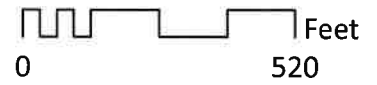
SOMIS RD




LAS POSAS RD

UPLAND RD



LAFCo 21-11 & LAFCo 21-11S
 Pleasant Valley Recreation and Park District (PVRPD)
 PVRPD Annexation and Sphere of Influence Amendment
 Somis Ranch
 December 15, 2021



-  LAFCo 21-11 & LAFCo 21-11S
-  PVRPD - Sphere of Influence
-  PVRPD - District Boundary

**PLEASANT VALLEY RECREATION AND PARK
DISTRICT ANNEXATION
· SOMIS RANCH ·**

PARCEL A

**ANNEXATION TO PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

That portion of the Peter Rice Tract of Rancho Las Posas, in the County of Ventura, State of California, as shown the map recorded in Book 3, Page 22 of Miscellaneous Records (Maps) in the Office of the Ventura County Recorder, being all of Parcels 1, 2 and 3 of Parcel Map No. 6020, filed in Book 73, Page 27 of Parcel Maps, in the Office of said County Recorder, more particularly described as follows:

Beginning at the northwesterly terminus of the 7th course of Parcel B of the Camarillo Academy High School Reorganization, Annexation to Pleasant Valley Recreation and Park District, as described and shown in the Certificate of Completion recorded February 18, 2014 as Document No. 20140218-00018327 of Official Records, in the Office of said County Recorder, said northwesterly terminus being a point on the southwesterly line of said Parcel 1; thence, along the boundary of said district the following two (2) courses, and along the boundary of said Parcel 1 the following five (5) courses:

- 1st: South 15°34'18" East 830.08 feet; thence,
- 2nd: North 74°26'26" East 276.43 feet; thence, leaving said district boundary,
- 3rd: North 15°33'34" West 157.00 feet; thence,
- 4th: North 60°57'35" East 199.01 feet; thence,
- 5th: North 15°34'18" West 330.45 feet to the southeasterly line of said Parcel 2; thence, along the boundary of said Parcel 2 the following four (4) courses:
- 6th: North 74°25'42" East 60.00 feet; thence,
- 7th: North 15°34'18" West 164.57 feet; thence,
- 8th: North 74°25'42" East 137.00 feet; thence,
- 9th: North 15°34'18" West 745.11 feet to and along the boundary of said Parcel 3; thence, continuing along the boundary of said Parcel 3,

10th: South 74°17'45" West 500.48 feet to and along the boundary of said Parcel 1; thence, continuing along the boundary of said Parcel 1 the following three (3) courses:


11th: North 88°54'23" West 105.04 feet; thence,

12th: South 74°18'50" West 65.90 feet; thence,

13th: South 15°34'18" East 642.18 feet to the **Point of Beginning**.

Containing 18.44 acres, more or less.

Disclaimer: For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.


Daniel J. Walsh, PLS 7540 2-2-2022
County Surveyor Date
Ventura County

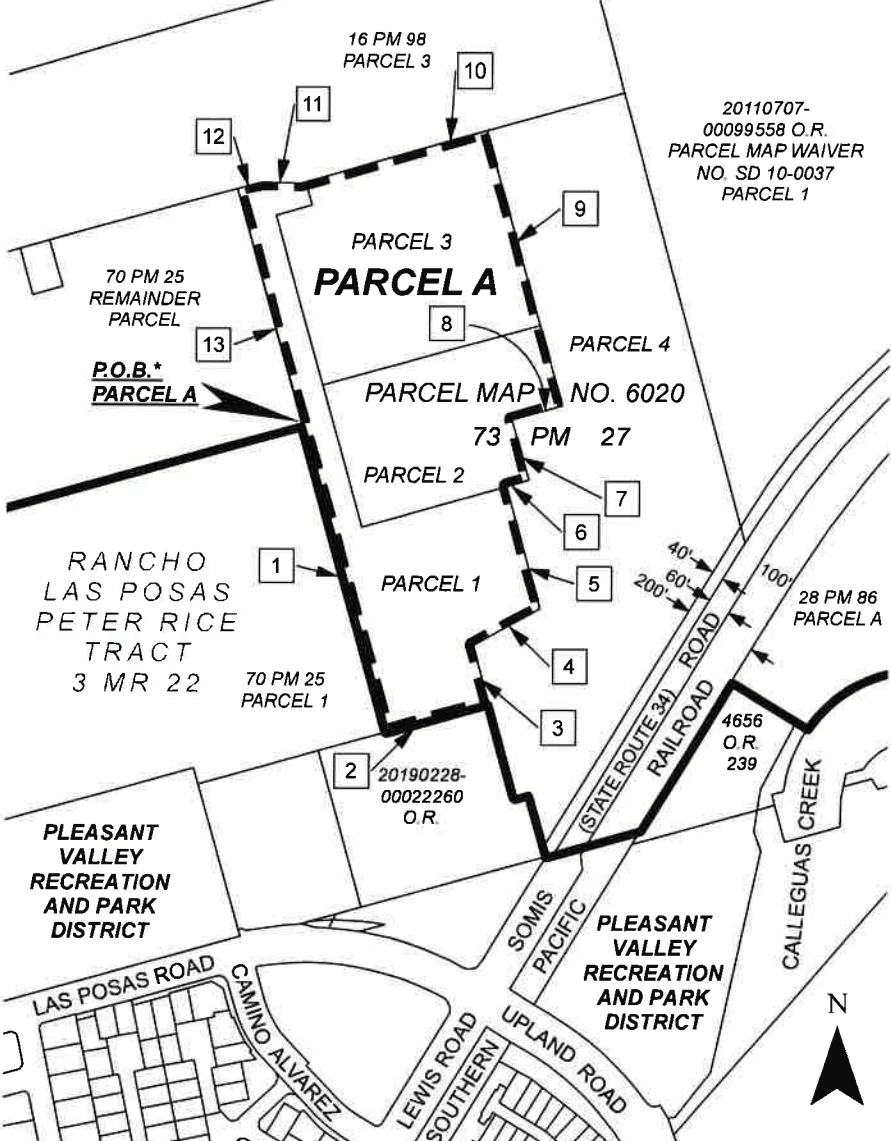
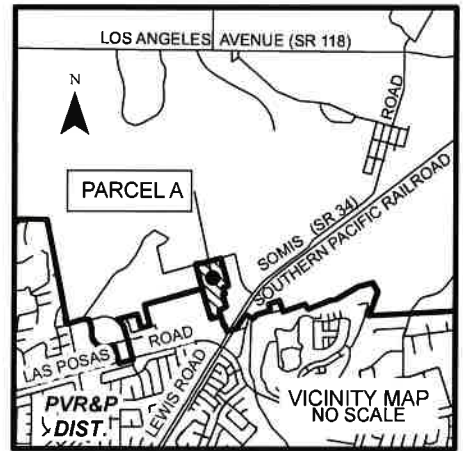


The Ventura County Surveyor's office of the Public Works Agency certifies this map and legal description to be definite and certain.

Certified by:  Date: 2-2-2022

*** P.O.B. - PARCEL A:**

NORTHWESTERLY TERMINUS OF THE 7TH COURSE OF PARCEL B, CAMARILLO ACADEMY HIGH SCHOOL REORGANIZATION, ANNEXATION TO PLEASANT VALLEY RECREATION AND PARK DISTRICT PER CERTIFICATE OF COMPLETION RECORDED 2/18/2014, 20140218-00018327 O.R.



20110707-00099558 O.R.
PARCEL MAP WAIVER
NO. SD 10-0037
PARCEL 1

LEGEND

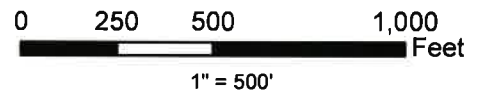
- = EXISTING PLEASANT VALLEY RECREATION AND PARK DISTRICT BOUNDARY
- = PROPOSED ANNEXATION TO PLEASANT VALLEY RECREATION AND PARK DISTRICT

- P.O.B.** = POINT OF BEGINNING
- O.R.** = OFFICIAL RECORDS
- MR** = MISCELLANEOUS RECORDS
- PM** = PARCEL MAPS

COURSE DATA

1.	S15°34'18"E	830.08'
2.	N74°26'26"E	276.43'
3.	N15°33'34"W	157.00'
4.	N60°57'35"E	199.01'
5.	N15°34'18"W	330.45'
6.	N74°25'42"E	60.00'
7.	N15°34'18"W	164.57'
8.	N74°25'42"E	137.00'
9.	N15°34'18"W	745.11'
10.	S74°17'45"W	500.48'
11.	N88°54'23"W	105.04'
12.	S74°18'50"W	65.90'
13.	S15°34'18"E	642.18'

18.44 ACRES



Disclaimer: For assessment purposes only. This map is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

Daniel J. Walsh
DANIEL J. WALSH, PLS 7540
COUNTY SURVEYOR
VENTURA COUNTY



2-2-2022
DATE

PLEASANT VALLEY RECREATION AND PARK DISTRICT ANNEXATION • SOMIS RANCH • PARCEL A

ANNEXATION TO PLEASANT VALLEY RECREATION AND PARK DISTRICT

A PORTION OF RANCHO LAS POSAS,
COUNTY OF VENTURA, STATE OF CALIFORNIA
PER 3 MR 22

The Ventura County Surveyor's office of the Public Works Agency certifies this map and legal description to be definite and certain.

Certified by: *Amey N. Williams* Date: 2-2-2022

**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: March 2, 2022

**SUBJECT: CONSIDERATION AND APPROVAL OF A SIX-WEEK
TURF MAINTENANCE & REST CLOSURE AT
SPRINGVILLE DOG PARK**

SUMMARY

Springville Park was developed in 1997 as a 5-acre park. In 2013 the District converted approximately 2.5 acres into an enclosed dog park with two separate areas, one for smaller breeds and one for larger breeds.

BACKGROUND

Since the development of the dog park, the District along with the help of the Friends of Camarillo Dog Park and other community dog park organizations have invested resources to continue to improve Springville Dog Park. Since the inception of the park the following items have been added or improved: pavers, trees, retaining wall, decomposed granite walking path, benches, shade structure, enhanced irrigation system, and drinking fountains.

The Springville Dog Park has been well received by District residents and has been experiencing heavy use since the day the park opened. Since the start of the pandemic in March of 2020 the dog park has seen a significant increase in usage that continues today. This has had a major impact on the turf, with staff seeing triple the usage due to the pandemic and the consistent seven days a week use has resulted in noticeable wear and a complete loss of turf in some areas. Current hours of operations are from 7:00 am until dusk.

To mitigate the compaction and wear as well as maintain healthy turf, the District has closed the park two to three times annually to perform minor turf maintenance which results in a one-day closure. This action does assist with maintenance; however, the short closure period does not give the turf adequate time and rest required to maintain healthy turf. Closing the park for a six-week period in the beginning of a peak growing season will allow staff to perform the necessary turf maintenance practices and give adequate rest to rejuvenate the turf.

ANALYSIS

Dog park turf requires several turf maintenance treatments throughout the year to maintain the integrity and health of the turf and soil profile. Treatments range from aerification, dethatching, fertilization, broad leaf/weed control, over seeding/sod, top dressing, and rest. By allowing an extended closure the District will not only replenish the nutrients back into the blades of the turf and soil but will build a much healthier and stable environment for the root zones which the turf is lacking due to all the heavy traffic.

To address the current needs of the turf the following maintenance items will be addressed:

- 1) Herbicide treatment
- 2) Aerification
- 3) Sod/over seeding
- 4) Fertilization
- 5) Top dress
- 6) Rest

The main focus of the closure will be sod instillation and turf renovation. While the turf is being renovated and Springville Dog Park is closed, the District will install a temporary dog park at Freedom Park located at the west end. By opening a temporary dog park during the closure, it will provide an alternative for a safe and controlled environment for people to exercise and socialize their dogs. As a reminder the District also has dog parks located at Camarillo Grove Park as well as Mission Oaks Park.

If the new sod has not fully rooted by the end of the six-week closure period, staff will fence off the newly sodded areas until it is suitable for traffic. The District may also choose to leave the temporary dog park up at Freedom Park until Springville Dog Park is completely open.

Staff recommends that Springville Dog Park be closed for a six-week period to address all turf maintenance issues in the first two weeks and give the turf a four-week rest period. Staff could provide for a shorter time period to address the turf maintenance; however, this could cause the turf to deteriorate and cause a longer closure period down the road.

FISCAL IMPACT

The fiscal impact would be \$8,500 for the installation of the temporary fence located out at Freedom Park and for sod. This can be absorbed as part of the current budget and will not need any further allocation.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the six-week closure of Springville Dog Park for turf maintenance and approve a temporary dog park located at Freedom Park.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: March 2, 2022

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSALS FOR A PUBLIC CONSULTING FIRM TO ASSIST DISTRICT WITH EVALUATION OF VOTER OPINION SURVEYS AND POLLING SERVICES

SUMMARY

The Pleasant Valley Recreation & Park District (“District”) and City of Camarillo (“City”) jointly approved “Plan D” (Stand Alone). This 30,730 square foot addition includes a 2-court gymnasium, a large activity room, a large multi-purpose/fitness room, a medium activity room, lobby and office space, lockers, restrooms, and storage. Costs for the construction of this option are estimated at \$39.5 million. Neither organization can afford the project in its entirety so both organizations have been tasked with exploring financing options for the project.

BACKGROUND

The District and City partnered to request assistance in the visioning and preparation of design concepts and cost estimations for a Senior and Community Recreation Facility. The District approved the architectural firm of LPA, Inc. to conduct further cost and design refinement studies for the Senior and Community Recreation Facility Design Project. LPA worked collaboratively with the District, the City Liaison Committee, and the community to draft four concept designs. As part of the design process, they attempted to integrate the new facilities with the current facilities, performed a site analysis, cost estimations and structural assessments, as well as reviewed operations and maintenance costs.

As part of the scope of work, each of the four concepts included a preliminary site plan, rendering, cost estimation, as well as operational and maintenance cost. The Liaison Committee requested the District Board narrow the selection from four preliminary designs to two designs; one design considered to be a stand-alone facility, while the other integrated into the existing structure.

At the September 16, 2019 joint special meeting, the District Board and City Council agreed to Option D (Stand Alone). This 30,730 square foot addition includes a 2-court gymnasium, a large activity room, a large multi-purpose/fitness room, a medium activity room, lobby and office space, lockers, restrooms, and storage. Costs for the construction of this option at the time were estimated at \$34.5 million and will not require seismic retrofitting.

On October 24, 2019 the Board of Directors held a special session regarding possible financing options available to both the District and the City of Camarillo. A community conversation regarding a possible revenue measure is ripe for discussion as the District and City are unable to finance the entire \$34.5 million dollar cost.

Both the District and City entered into a Cooperative Agreement in February of 2020 to continue moving the Senior and Community Recreation Facility project forward. On March 4, 2020, the Governor declared a State of Emergency due to COVID-19. Due to the uncertainties of COVID-19, the District and City Liaison Committee met on April 2, 2020 to discuss next steps for this project and determined it was best to place this project on hold due to the pandemic and not knowing what economic and staffing pressures would be placed on each agency.

On October 6, 2021, the Board approved and authorized the General Manager to enter into a First Amendment to contract services agreement for the 2020 Architectural & Design Services with LPA to further refine the architectural design.

The District and City Liaison Committee held a meeting on December 6, 2021, where it was decided to get an updated cost estimate of the project. At the February 10, 2022 District and City Liaison Committee meeting, LPA presented the updated cost estimate showing an increase of \$5.5 million for a total of \$39.5 million.

With the increase in costs, LPA presented options to either build it in its entirety or to do a phased building approach. The phased building approach would split the building between the Activity/Fitness section and the Gymnasium section. In either of the phased approaches, a lobby would be built, and the location of the lobby would change based on which section was built.

This method would allow for the cost to be spread out in phases, however, the total cost would increase to between \$41 million and \$42 million, depending on the order of sections being built.

Phase 1	Phase 2	Total Cost
Activity & Fitness w/ Lobby \$22,329,055	Gymnasium \$19,882,672	\$42,211,727
Gymnasium w/ Lobby \$26,016,705	Activity & Fitness \$15,152,213	\$41,168,918

At the February 10, 2022 District and City Liaison Committee meeting, it was decided the next steps would be to conduct a voter survey and to work with a financial planner to evaluate funding options.

ANALYSIS

Neither organization can afford the project in its entirety so both organizations have been tasked with exploring financing options for the project. On August 28, 2019, the Camarillo City Council conducted a study session with Curt de Crinis who gave a presentation to the Council on funding options for the facility. Staff asked Curt de Crinis to present the same and/or a similar funding option presentation to the District Board on October 24, 2019 in order to assist the Board in the decision-making process of funding for the new facility.

The presentation provided financing options, such as:

- Park District General Fund Reserves
- Park District Special Capital Funds and Development Fees
- Park District Existing Assessments and Grants
- City General Fund Reserves
- New Voter Approved Special Parcel or Sales Tax
- Proceeds of Bonds

At the conclusion of the special session, the Board authorized staff to take the next step to retain a consulting firm who has assisted other public agencies along the path toward the decision on whether or not to place an item on the ballot. A team with expertise with special taxes, polling, elections as well as public information and outreach is desirable.

In order to consider, evaluate and select a consultant, staff and the Liaison Committee would like to issue a Request for Proposals seeking a consulting firm to assist the District with the evaluation of, and if feasible, creation of, a revenue measure to be considered by the voters at some point in the future.

Staff and the committee intend to review the responses and return to the full Board with a recommendation at a future meeting.

FISCAL IMPACT

There is no fiscal impact associated with this action; upon selection of consultants, the District will be obligated to appropriate its half of the contract.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 2.1.C: Retain a consulting firm to further explore a voter survey regarding a tax measure. Based on the results of the voter survey, present potential funding options for a new facility.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to issue a Request for Proposals seeking a consulting firm to assist the District with the evaluation of voter opinion surveys and polling services.

ATTACHMENTS

- 1) Request for Proposal (6 pages)
- 2) Professional Agreement Template (13 pages)

REQUEST FOR PROPOSAL

VOTER OPINION SURVEYS AND POLLING SERVICES



Submit Proposals to:
Pleasant Valley Recreation and Park District
Attn: Mary Otten
1605 E. Burnley Street
Camarillo, CA 93010
(805) 482-1996 x114
motten@pvrpd.org

RFP responses to be received until 2:00pm April 1, 2022

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Project Schedule 6

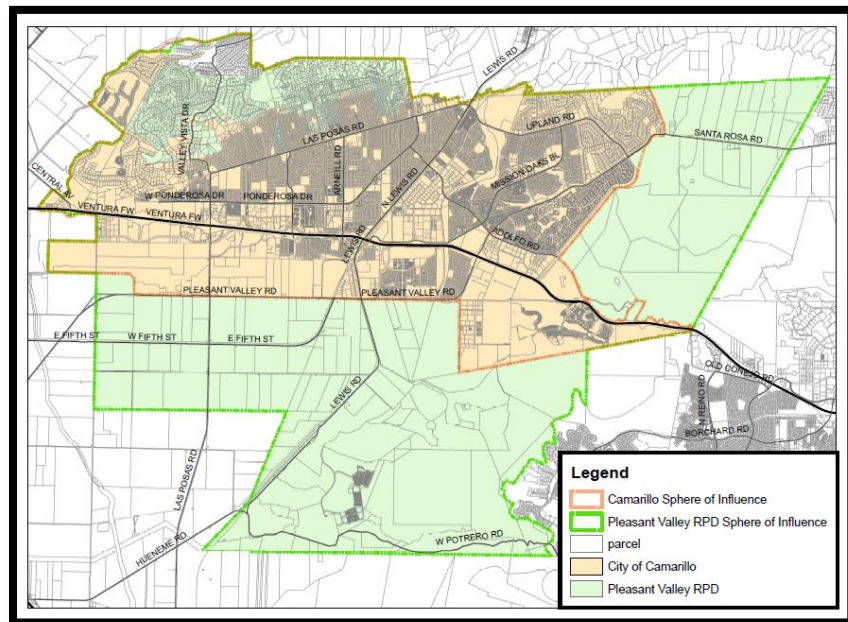
Introduction

The Pleasant Valley Recreation and Park District (“District”), in conjunction with the City of Camarillo (“City”), is issuing this Request for Proposals (“RFP”). The District is currently seeking proposals from qualified firms or teams of firms with experience in conducting public opinion polls, communicating with the public, and developing strategic recommendations for pursuing revenue raising ballot measures.

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 60 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbecue areas.

The City, incorporated in 1964, owns two small parks and a trail system that it operates independently of the District. The City also owns and operates a full-service library.

Below is a map that displays the District’s and the City’s respective Spheres of Influence:



Background Information

The Pleasant Valley Recreation and Park District (“District”) partnered with the City of Camarillo (“City”) to request assistance in the visioning and preparation of design concepts and cost estimations for a Senior and Community Recreation Facility. The District and City jointly approved “Plan 2” as conceptually designed by Greenplay LLC. Both boards agreed that further cost estimates and design

refinement of the approximately 31,272 square foot active and passive recreation facility was necessary. The District approved the architectural firm of LPA to conduct further cost and design refinement studies for the Senior and Community Recreation Facility Design Project. These studies have been completed and both boards approved a stand-alone 30,728 square foot facility to include a 2-court gymnasium, a large activity room, a large multi-purpose/fitness room, a medium activity room, lobby and office space. Cost for the construction of this option is estimated at \$34.5 million. Neither agency has sufficient funds to build and maintain this facility. Exploring new revenue sources is a primary objective in order to build and operate this new facility.

Project Scope

The Scope of Work will encompass working with District and City staff, as well as the District/City Liaison Committee, attending various public meetings, conducting a statistically valid and stratified survey, measuring survey results and assessing data, developing recommendations for next steps, and preparing a final report. The selected consultant's proposed Work Plan and Schedule will form the basis for negotiations of a final Scope of Work for the Professional Services Agreement.

Polling and Public Opinion Research Services

1. Development of the survey instrument proposed for a voter opinion poll and the methodology to be employed for a statistically valid sampling of the registered voters. The survey must be made available in English and Spanish.
2. Process of conducting and interpreting the public opinion poll, including the sample size based on the District demographics. Include methods used to mitigate language barriers.
3. Coordination with the District to assess the results of the public opinion poll, discuss implications, related issues and alternatives.
4. A draft and final written report and presentation of results. The final report shall include at a minimum the framework and methodology used; the tabulation of all calls and/or contracts made as part of the survey; the tabulation of survey results, key findings, and detailed findings (i.e., top-lines, and cross tabs); and conclusions and recommendations.
5. If the District and/or City moves forward with placement of a revenue ballot measure in July/August 2022, the scope of work will also include assistance in developing ballot measure and ordinance language.

Proposal Submittal Requirements

The prospective Respondent shall submit ten (10) copies, plus an electronic version of the proposal to the Pleasant Valley Recreation and Park District, which will not be opened publicly. All submittals shall be from a Consultant that has demonstrated experience in producing and conducting statistically reliable polling surveys for California revenue ballot measures.

All acceptable proposals submitted must include the following:

Letter to the Selection Committee (Liaison Committee)

This is your opportunity to introduce your team to us. The letter must convey a basic understanding of the prospective project and its key objectives and an overview of the Project team. Explain the applicant's experience providing similar services for government entities, including experience identifying important policy options based on research and analyses.

Staffing Qualifications and Organization Experience

Provide a clear description of the principal firm's Project Manager and the proposed team with names, resumes, project responsibilities and proposed staffing numbers. Provide a list of all successful ballot measures that have been performed over the past 12-years. Experience listed should be from the last three to five years with projects relevant to the Scope of Work in this Project. Each listed experience shall have a Project Manager listed as a reference with name(s) and current telephone numbers(s). The listed experience should distinguish between the experience and projects of the firm and the individuals. Consultant shall identify all subcontractors they intend to use for the proposed scope of work and indicate what products and/or services are to be supplied by the subcontractor.

Work Plan and Schedule

- Provide demonstrated understanding of the District's and City's needs and scope of the project; and describe past efforts to establish baseline perceptions and opinions regarding a variety of topics.
- Describe the recommended approach, suggested sample size, margin of error, research methodology, timeline and work plan to include major and subtasks.
- Provide a management plan with a description of qualifications of the key personnel selected to lead the scope of services.
- Identify tasks the consultant will perform versus tasks District staff will perform or coordinate.
- Identify any suggested modification to the scope of services listed above.

Cost Proposal/Schedule of Fees

Provide an all-inclusive cost proposal for all proposed services, including partnering firms total cost and incidental expenses.

- If the fee is based on hourly rates, include rates for all team members, the expected range of billable hours, and a "not to exceed" budget.
- Project costs broken out and to include all expenses that will be charged to the District.
- Identify how potential options regarding methodology, sample size, number of survey questions and conducting a survey in English and Spanish could affect the cost.
- Provide proposed incremental costs for any optional services, or other variability in services, particularly the cost for additional presentations beyond a minimum of three.
- A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District or the City.

Contract Requirements

Acknowledgment that a contract and insurance will be provided in substantially the same form as provided in Attachment A. List any requests for modifications to the standard contract template.

Firm Selection Process

Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The District will evaluate all proposals, and if your proposal is accepted the District may elect to set up interviews to help identify the most qualified firm. The proposals will be evaluated on a variety of factors including but not limited to:

- Understanding of the project and technical approach
- Firm's qualifications and technical experience, particularly within the municipal government environment
- Overall project design and methodology

- Proposed cost to provide the requested services
- Willingness to enter into a contract and provide insurance substantially in the form of the District’s standard services agreement (Attachment A). Within 30 days of Board approval, enter into a contract with the District.
- The District will contact the references of the top proposals and will use that information in the evaluation and selection process.

Right to Reject

The District reserves the right to accept and or reject any or all proposals submitted, and or request additional information from all proposers. The District also reserves the right to modify any aspects or waive any irregularities, terminate, or delay this RFP, the RFP process, and/or the program, which is outlined within this RFP at any time if doing so would serve the interest of the District. Contract award will be made at the sole discretion of the District based on evaluation of all responses.

Project Schedule

1. Request for Proposal Open – March 4, 2022
2. **Deadline for Proposals - 2:00 pm April 1, 2022**
3. Consultants Selected for Interview - April 11th – April 15th, 2022
4. Interviews Conducted – April 2022
5. Approval and Award of Project - May 2022
6. Presentation of Final Report to District Board – July 2022

Additional Information

All responses to this RFP will become the property of Pleasant Valley Recreation and Park District. All proposals and any subsequent contract will be subject to public disclosure per the “California Public Records Act,” California Government Code, sections 6250-6270, once the District has awarded the contract resulting from this solicitation.

The District will review and evaluate all proposals. The District reserves the right to request one or more oral interviews of any respondents prior to the final selection. The District assumes no liability for any cost incurred by any firm in the preparation of its proposal in response to this RFP, or presentation of the proposal or subsequent interview(s), nor for obtaining any required insurance. The District reserves the right to negotiate all final terms and conditions of any contract as necessary to more closely match District needs.

Attachments:

Attachment A – Standard Services Contract Template

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

This agreement is made and entered into, effective [REDACTED] between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and [REDACTED], a California [REDACTED] (“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 development of an Open Space, Trail, and Greenway Planning Study (“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 August 2017 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 herewithin.

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 Superintendent.

As further described on Exhibit “B”, Consultant’s Services include:

1.

2.

3.

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 _____ . 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. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed: \$ _____

- 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 Mary Otten, General 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, Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and

against any and all losses, liabilities, damages, costs and expenses, including 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.

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: Mary Otten, General Manager
1605 E. 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:

INSERT

CONSULTANT:
XXXX, a California corporation &
PARK DISTRICT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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.

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.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

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 coverage's 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 insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

DRAFT

EXHIBIT "C"
COMPENSATION

DRAFT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Dylan Gunning MPA CPRP, Administrative Analyst

DATE: March 2, 2022

**SUBJECT: CONSIDERATION AND APPROVAL TO AUTHORIZE
GENERAL MANAGER TO ENTER INTO AN ANALYSIS
AGREEMENT WITH UTILITY COST MANAGEMENT
LLC**

SUMMARY

Utility Cost Management LLC (UCM), an endorsed affiliate of CSDA, has approached Pleasant Valley Recreation & Park District to provide an analysis of the District's electric utility costs through the study of data, rates, and regulations with the goal outcome of reducing the District utility costs. In 2004, UCM successfully performed this analysis for the District, resulting in utility cost savings that continue to benefit the District. After the proposed study, the District would pay a percentage of any refunds from the utility company and a percentage of any ongoing savings for three years.

BACKGROUND

The District retained Utility Cost Management LLC in 2004, which resulted in UCM providing various services which reduced utility expenditures. In a letter dated March 9, 2009, penned by Mark Carlson, the District's former Administrative Services Manager, the District had saved \$69,270.10 as a direct result of UCM's work since 2004, an average of \$13,854.02 per year.

On top of the savings mentioned above, UCM represented the District in a proceeding before the California Public Utilities Commission. UCM succeeded in changing a Southern California Edison regulation resulting in unfairly high electricity charges at three of the District's parks. This change alone saved the District about \$40,000 a year which combined resulted in an average savings of \$53,854.02 per year.

ANALYSIS

UCM provided a full scope of work for the proposed study that outlines all the steps to investigate and analyze the District's electric utility rates, metering, taxes and surcharges, and past bills with minimum impact to District staff time. At the conclusion of the analysis, UCM will provide findings reports that will state the amount of any refunds and ongoing savings identified for each facility. The District would pay 42% of the savings to UCM for 3 years.

The District inquired if it is advisable to complete this study while the District is switching to LED lights at numerous parks and facilities or wait until the LED project is completed. In a response from UCM, UCM explained that the District would lower its monthly "usage" (kWh) numbers by switching to LED lights. However, the UCM study is only looking at the fixed number (rate per kWh) that SCE uses as a multiplier to calculate our bill – for example, 1,000

kWh x \$0.15 = \$150. If UCM can lower that fixed rate to \$0.12 then it generates savings – 1,000 kWh x \$0.12 = \$120.

For example, if the same bill has lower LED usage - 200 kWh x \$0.12 = \$24, then UCM would get 42% of \$24 (which is \$10) instead of 42% of \$120 (which is \$50). The District's "usage" (kwh) drops, and the lower rate that UCM attains for the District stays the same. UCM's invoices mirror our SCE bills.

At the December 2021 Finance Committee meeting, committee members requested follow-up information, including reference checks for UCM clients. The staff submitted questions and UCM responses are as follows:

- 1) **After our last 3-year term with UCM, is there a reason why an agency such as ours would not have another review done right after the 3-year term ends. Can this review take place every 3 years for this model to work, does there need to be more time between reviews?**
 - a. **UCM Response:** Good question. First, during the 3-year period, UCM will continue to monitor the District's bills for any changes to the tariff or rates by SCE. So, at the end of the 3-year period, there is not a pressing need to have the bills looked at again for another 2-3 years. If anything drastically changes with an SCE tariff or rate that affects the District, UCM will notify you of this before the expiration of the contract.
- 2) **Would the District need to do any upgrades on it meters in connection with this project?**
 - a. **UCM Response:** No.
- 3) **Can you provide references to some Districts and Cities you are currently contracted with?**
 - a. **UCM Response:**
 - City of Santa Clarita (Kevin Tonoian – Special Districts Mgr., ktonoian@santa-clarita.com)
 - Crescenta Valley Water District (New Ochoa – General Manager, nochoa@cvwd.com)
 - City of El Segundo (Joseph Lillio – Finance Director, jlillio@elsegundo.org)
 - East Bay Municipal Water District (David Beyer – Sr. Civil Engineer, david.beyer@ebmud.com)
 - City of San Dimas (Michael O'Brien – Admin. Services Mgr., mobrien@sandimasca.gov)
 - Union Sanitary District (Tim Grillo – Process Engineer, timg@unionsanitary.ca.gov)

The District reached out to all six references UCM provided asking four questions. Of the six, three agencies responded to our request at the time of this report. East Bay Municipal Water District, City of San Dimas, and City of El Segundo. Their responses are provided below:

- 1) **What percentage is your agency being charged for the compensation for their service?**
 - a. **East Bay Municipal Water District response:** "42% of total realized savings with a maximum cap value, though ours was a one-time effort, I think if we were doing an ongoing effort, we would have asked to a lower share percentage for the vendor."
 - b. **City of San Dimas response:** "We negotiated 45% of the savings for 2 years."

- c. **City of El Segundo:** "The percentage our agency is being charged for the services is 30% of the amount refunded or credited, and 30% of future savings that accrue during a four-year savings period."
- 2) **How much savings did UCM find for your agency?**
 - a. **East Bay Municipal Water District response:** "\$52,000 so far there are a few accounts that the Utility need to rebill which may result in additional savings"
 - b. **City of San Dimas response:** "I believe it was about 75k per year by changing what tier some of our light poles were being charged under and some credits they identified and incorporated."
 - c. **City of El Segundo response:** "I believe it was around \$200,000"
- 3) **Were there any required unforeseen costs to your agency in connection with this project?**
 - a. **East Bay Municipal Water District response:** "Not really, the project went as anticipated, we provided them with direct access to our billing info, then most of the efforts, besides finalizing an Agreement, was spot-checking their saving calculations."
 - b. **City of San Dimas response:** "No"
 - c. **City of El Segundo response:** "No"
- 4) **Would you recommend their service?**
 - a. **East Bay Municipal Water District response:** "I would depending on the service being contracted for."
 - b. **City of San Dimas response:** "Yes. They know how to work with the Utility commissions to get these changes implemented the process for our staff to have done it would have been difficult."
 - c. **City of El Segundo response:** "Yes, particularly if you do not have the in-house expertise and capacity to take this project on."

At the January 2022 Finance Committee meeting, District staff presented the references of UCM. However, staff recommended holding off on making a decision as a new vendor, ABM Industries presented themselves to the District the day before the Finance Committee meeting and also advertised to be able to find savings in our utility costs. After careful review of the two companies, ABM and UCM both offer services in utility cost reduction which do not conflict but complement each other. ABM makes recommendations of capital improvements that help reduce utility costs, while UCM reviews the District's utility bills, finding possible savings and refunds. The District is currently reviewing ABM's offerings separately from this report.

Committee members expressed concern regarding the 42% rate that UCM would receive. Staff spoke with the UCM representative regarding the 42% to determine if the rate was negotiable. UCM explained that the rate is an agreement they worked out with CSDA for the 42% rate for three years, which they are presenting to CSDA members. UCM said their standard rate is 50%. It is important to note that the monies paid to UCM would only be connected to the realized savings UCM can secure for the District. During a 3 year term, the District would be saving 58% then 100% after year 3 of all realized savings. In the end, the District comes out ahead the entire time.

UCM proposed completing a preliminary analysis, meaning UCM will analyze the District's utility bills and submit a Findings Report to the Board. This way, the District can see what rate and future savings are available, including how much would be paid to UCM if the Board elects to move forward. The preliminary analysis will lock the District into the 42% for 3 year terms if the District moves forward with the Findings Report. The preliminary analysis agreement does

protect UCM if the District uses the Findings Report to secure the savings without engaging UCM. The District is not obligated to move forward with anything UCM finds and reports.

Staff reviewed the preliminary analysis agreement where it was discovered that UCM also provides options to perform an analysis of not only the proposed electrical rates but also water, sewer, and gas, which were not originally in the proposed agreement. UCM agreed that they would include those in the agreement for PVRPD at the same rate of 42% for 3 years.

At the February Finance Committee meeting, the committee recommended staff move this project to the Board of Directors for consideration.

FISCAL IMPACT

There is no fiscal impact unless the Board opts to pursue an agreement with UCM following the Preliminary Analysis.

UCM will be paid 42% of refunds identified in the Findings Report and received by PVRPD from past billing errors. Payment is due within 30 days of the date PVRPD receives the refund.

UCM will also be paid 42% of any ongoing savings actually realized by PVRPD for a period of three years if the savings opportunity was identified in the Findings Report and verified by PVRPD. Savings will be calculated as the difference between (1) the amount PVRPD actually pays for electricity service on the newly assigned rate during the three-year savings period and (2) the amount PVRPD would have paid during the same period if it had remained on the old rate. The three-year savings period begins on the date the account is converted to the newly assigned rate.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.0: To ensure the short and long-term fiscal health of the District.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to enter into a preliminary analysis agreement with Utility Cost Management LLC.

ADDITIONAL INFORMATION

- 1) Preliminary Agreement to Provide Utility Bill Auditing Service (2 pages)
- 2) Scope of Work prepared for Pleasant Valley Recreation & Park District by Utility Cost Management LLC (6 pages)
- 3) Pleasant Valley Recreation & Park District Utility Cost Management LLC Recommendation Letter dated March 9, 2009 (1 page)

**PRELIMINARY AGREEMENT TO PROVIDE
UTILITY BILL AUDITING SERVICE**

This Preliminary Agreement is made by and between Utility Cost Management LLC ("UCM") and the entity signing below ("Client").

1. **Applicable to Client's Utility Accounts.** This Agreement will apply to Client's water, sewer, garbage, gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which Client ("Utility Accounts").
2. **Client to Provide Utility Bills and Access to Utility Accounts Information.** On or promptly after Client's execution of this Agreement, Client will provide UCM with a copy of at least one month's utility bills for all of Client's Utility Accounts. UCM is hereby authorized to obtain information relating to the Utility Accounts directly from utility provider personnel and utility provider web sites.
3. **UCM's Findings Letter.** UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send one or more "Findings Letters" to Client that generally set forth the basis for any refunds, credits or Future Savings identified by UCM. The Findings Letter, and UCM's work to prepare the Findings Letter, will be provided at no cost to Client.
4. **Client Option to Pursue, or Not Pursue, Opportunities in Findings Letter.** After receiving UCM's Findings Letter, if Client elects to pursue some or all of the opportunities described in the Findings Letter, Client and UCM will execute a separate "Final Agreement". The Final Agreement will list the specific Findings Letter opportunities that Client has chosen to pursue, and will acknowledge that UCM will be compensated according to the terms of Paragraphs 5 and 6 of this Preliminary Agreement. Client is under no obligation to pursue any of the opportunities described in the Findings Letter. However, Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings, including those that Client has elected not to pursue, that were identified in the Findings Letter and that are thereafter obtained by Client.
5. **UCM's Compensation.** UCM's compensation will consist of the amounts set forth in both (a) and (b) below.
 - (a) **Refunds or Credits.** If Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM **42%** of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's **42%** compensation is due within 30 days of the date UCM mails an invoice to Client.
 - (b) **Future Savings.** If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM **42%** of such Future Savings that accrue during a Three-year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are mailed to Client. The compensation under this subparagraph will not include compensation for Future Savings that are: (a) the result of a reduction in the amount of utility usage by Client, or (b) the result of Client's utilization of a different utility supplier that provides lower cost utility service.
 - (c) **Client's Prior Knowledge of Basis For Refund, Credit, or Future Savings.** Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Letter. However, Client is obligated to pay UCM pursuant to this paragraph whether or not Client knew of the basis for the refund, credit or Future Savings prior to the date of UCM's Findings Letter, and whether or not Client's receipt of the refund, credit or Future Savings was the result of steps taken by UCM or others, including attorneys.

- 6. **Termination; Effect.** This Agreement will terminate 7 days after either party sends a written notice of termination to the other party. Upon termination, UCM will cease all work on behalf of Client. However, if termination occurs after UCM has sent its Findings Letter to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Letter and that are thereafter obtained by Client. UCM may continue to obtain and review Client’s utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Letter.

- 7. **Release of Claims Against UCM.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any refunds, credits, or Future Savings on Client’s Utility Accounts. Client hereby covenants not to bring any action for damages against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client was or is entitled.

- 8. **Late Payment Penalty.** If payment of any invoice is not received by UCM within 30 days of the date the invoice is received by Client, then interest on the amount owing will accrue, beginning on the 31st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis).

UTILITY COST MANAGEMENT LLC	
By: _____	Print Client Name
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date



Scope of Work

Prepared for

Pleasant Valley Recreation & Park District

by

Utility Cost Management LLC

October 13, 2021

Chris Wiehl
Utility Cost Management LLC
6475 N. Palm Ave., Ste. 105
Fresno, CA 93704
ph: (559) 261-9230
cw@utilitycostmangement.com

1. Introduction: Company Information

Company Information: Utility Cost Management LLC (UCM) is California Company specializing in reducing utility costs through the analysis of data, rates and regulations. Since 1991, UCM has provided its Bill Analysis Service to thousands of California utility customers, including approximately 90 cities, 30 community service districts, 50 water districts and agencies, 15 recreation and park districts, 5 departments of the State of California (Department of Corrections, Department of Consumer Affairs, Military Department, Department of General Services, State Lottery Commission), and 25 school and college districts. **Since 2008, UCM has been the vendor for the California Special Districts Association’s (CSDA) Utility Rate & Tariff Analysis project.** The following is a partial list of UCM’s CSDA member districts and other public entity clients.

Metropolitan Water District of So. Cal.	State of California, Dept. of Corrections
South Coast Water District	State of California, Dept. of Consumer Affairs
Castaic Lake Water Agency	State of California, Dept. of Health Services
Olivenhain Municipal Water District	State of California, Dept. of General Services
Nipomo Community Services District	California Public Utilities Commission
Pebble Beach Community Services Dist.	California Lottery Commission
Goleta Sanitary District	California Military Dept. / National Guard
Hi-Desert Water District	County of San Luis Obispo
Fallbrook Public Utilities District	University of California, Berkeley
Lamont Public Utilities District	Peralta Community College District
Laton Community Services District	Contra Costa Community College District
Pleasant Valley Rec. & Park District	Kern Community College District
West County Wastewater District	Berkeley Unified School District
Costa Mesa Sanitary District	Hayward Unified School District
San Mateo County Harbor District	Chico Area Recreation & Park District
Livermore Area Rec. & Park District	Rubidoux Community Services District
Western Municipal Water District	Valley-Wide Recreation & Park District

The following is a partial list of the California cities that UCM has audited since 1997.

City of Adelanto	City of Hawthorne	City of Oxnard
City of Apple Valley	City of Hercules	City of Palmdale
City of Atwater	City of Hermosa Beach	City of Pasadena
City of Baldwin Park	City of Hesperia	City of Paso Robles
City of Barstow	City of Highland	City of Pittsburg
City of Beaumont	City of Huntington Park	City of Port Hueneme
City of Bell Gardens	City of Imperial Beach	City of Rancho Mirage
City of Bellflower	City of Indio	City of Redondo Beach

City of Buena Park	City of Inglewood	City of Reedley
City of Calabasas	City of Kerman	City of Rialto
City of California City	City of Kingsburg	City of Rohnert Park
City of Carpinteria	City of La Habra	City of San Gabriel
City of Chino Hills	City of Laguna Beach	City of San Marcos
City of Claremont	City of Laguna Niguel	City of San Marino
City of Clovis	City of Lemon Grove	City of San Ramon
City of Concord	City of Long Beach	City of Sanger
City of Costa Mesa	City of Lynwood	City of Santa Clarita
City of Cudahy	City of Madera	City of Santa Rosa
City of Culver City	City of McFarland	City of Santee
City of Desert Hot Springs	City of Menlo Park	City of South El Monte
City of Downey	City of Mission Viejo	City of Southgate
City of Duarte	City of Montclair	City of Stanton
City of El Monte	City of Monterey Park	City of Susanville
City of El Segundo	City of Moorpark	City of Taft
City of Encinitas	City of Moreno Valley	City of Tehachapi
City of Exeter	City of Mountain View	City of Twentynine Palms
City of Firebaugh	City of Newport Beach	City of Upland
City of Fountain Valley	City of Norwalk	City of Ventura
City of Fullerton	City of Oceanside	City of Visalia
City of Gardena	City of Orange	City of Walnut Creek

2. Project Objective

UCM’s objective will be to identify and obtain all refunds and ongoing savings opportunities on Pleasant Valley Recreation & Park District’s (PVRPD) electricity utility accounts, and to measure and verify those savings over the life of the contract. Furthermore, we aim to accomplish this objective without imposing significant demands on PVRPD staff.

3. Scope of Work

Step 1: Fact-finding. UCM will gather and organize historical billing information on all electricity accounts serving PVRPD facilities.

The simplest and most effective way to complete this fact-finding step begins with the PVRPD providing one copy of each electricity utility bill. From there, UCM utilizes a “Customer Information Release Form” authorizing SCE (or CCA) to release historical billing data directly

to UCM. UCM will provide PVRPD with the appropriate form required by SCE. By utilizing the Customer Information Release Form, we will avoid the need for significant involvement by PVRPD personnel in performing most of our fact-finding work.

Step 2: Analysis. UCM analyzes the data accumulated in light of applicable tariffs, statutes, and CPUC decisions. All electricity utility accounts are reviewed to determine whether they are being billed appropriately, and whether they have been billed appropriately in the past. UCM's analysis includes, but is not limited to:

- Investigation of billing calculations – historical billing data dating back up to three years will be reviewed for accuracy.
- Inapplicable rate schedules – UCM will identify accounts that are being billed on rate schedules that are inappropriate under CPUC rules.
- Optional rates – Even when rate schedules are “applicable” under CPUC rules, they often are not “optimal”. UCM will determine if optional rate programs can reduce costs.
- Proper metering of services – problem meters can overstate utility usage or demand. UCM will uncover metering errors.
- Applicability of taxes and surcharges – all taxes and surcharges will be evaluated to ensure that they are being assessed appropriately.
- Analysis of Interval Data – Modern electricity meters record usage in 15-minute increments, creating more than 35,000 data points per account per year. This detailed data provides more insight on electricity demand reduction and cost –saving opportunities than was ever available before.
- Applicability of all rules and regulations affecting billing – Each CPUC-regulated utility typically has several hundred pages of regulations that dictate every aspect of their billings. UCM uses these voluminous regulations to ensure that utility charges are minimized.

Step 3: Report Submission. UCM will submit a Findings Report summarizing the findings of its review. The report will contain an explanation - broken down by facility - of all refund and savings opportunities identified for each utility account, including calculations of the estimated savings and refunds expected to be achieved. When necessary, UCM prepares all forms required to initiate changes to utility accounts. If unresolved issues remain after the initial report submission, UCM will keep PVRPD apprised of new developments.

Step 4: Implementation of Changes/Recovery of Refunds. UCM will take all necessary steps to implement recommended changes and collect refunds for past overcharges for each facility. This work includes preparing documentation supporting UCM's requests and meeting with utility

company personnel to discuss each request. UCM will also negotiate with utility company authorities to ensure that refund calculations are acceptable and are paid in a timely manner. Once a rate change or a refund has been approved, we will notify PVRPD of this development. If UCM believes a utility provider has unfairly denied any request on behalf of a client, we may, with the PVRPD's permission, appeal the utility company's decision to the CPUC.

No involvement from PVRPD's staff will be required for the implementation of rate changes and refund requests, except that PVRPD must authorize UCM to make the rate changes or refund requests that are described in the Findings Report.

Step 5: Measurement, Verification, and Invoicing. UCM will send invoices to PVRPD every three months that set forth UCM's measurement and verification of PVRPD's savings. This measurement and verification will use billing data received from PVRPD's electricity utility bills provided by SCE (or CCA) during the period covered by the invoice.

Since UCM obtains billing input data directly from SCE (or CCA), no involvement from PVRPD staff will be required for invoicing and measurement and verification of savings.

4. Work Product

The written work product from the above tasks will be as follows.

Findings Report: The Findings Report will state the expected amount of any refunds and ongoing savings identified for each facility. For identified refunds, the Findings Report describes the justification for the refunds by making reference to supporting tariffs, statutes or CPUC decisions. For identified ongoing savings, the Findings Report recommends the specific rate schedule or rate option PVRPD should switch to, the tariff justification for making the switch, and the estimated ongoing savings that will result from the switch.

Invoices: Since UCM's fee is calculated based on actual savings, we believe it is critical to verify that savings have actually been achieved and to provide PVRPD with detailed support for how we calculated those savings to the satisfaction of PVRPD. This support will be contained in the invoices we will send to PVRPD every three months.

5. Schedule of Compensation

UCM's is proposing the following CSDA Member fee structure:

UCM will be paid 42% of refunds identified in the Findings Report and actually received by LACDP&R from past billing errors. Payment is due within 30 days of the date PVRPD receives

the refund.

UCM will also be paid 42% of any ongoing savings actually realized by PVRPD for a period of three years if the savings opportunity was identified in the Findings Report and verified by PVRPD. Savings will be calculated as the difference between (1) the amount PVRPD actually pays for electricity service on the newly assigned rate during the three-year savings period, and (2) the amount PVRPD would have paid during the same period if it had remained on the old rate. The three-year savings period begins on the date the account is converted to the newly assigned rate.



Pleasant Valley Recreation & Park District

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March 9, 2009

Michael Kerkorian
Utility Cost Management LLC
6475 N. Palm Avenue, Suite 105
Fresno, CA 93704

To Whom It May Concern:

Pleasant Valley Recreation & Park District operates 27 parks in the Camarillo area located in Ventura County California. The District first retained Utility Cost Management LLC in 2004, and since that time UCM has provided a variety of services that have helped to reduce utility expenditures. In fact, the District already has saved \$69,270.10 as a direct result of UCM's work, and we expect that amount to increase significantly in the years ahead.

Recently, UCM represented the District in a proceeding before the California Public Utilities Commission. UCM succeeded in changing a Southern California Edison regulation that was resulting in unfairly high electricity charges at three of the District's parks. On a going forward basis, this change alone will save the District about \$40,000 per year.

UCM has been easy to work with, professional, and knowledgeable in its dealings with the District. I have worked with UCM for more than four years, and am pleased with the firm's performance. I like the stipulation that if UCM does not achieve any savings, there is no cost to the District. I am confident recommending UCM to other organizations.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Carlson", with a horizontal line extending to the right.

Mark Carlson
Financial Supervisor

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair 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. Ad Hoc Committees – City of Camarillo Liaison, Miracle League, Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members