

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
September 7, 2022**

**Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are not required but are welcomed and encouraged 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/88238813468>**
  - Webinar ID: 882 3881 3468**
  - 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.

**6:00 P.M.      REGULAR MEETING      NEXT RESOLUTION #722**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**

3. **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).
4. **PRESENTATIONS**
  - A. **End of Summer Highlights**
  - B. **Community Band**
  - C. **Tierra Linda Water Well Project Update (Camarosa)**
5. **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.
6. **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 July 6, 2022**  
Approval receives and files minutes.
  - B. **Warrants, Accounts Payable & Payroll**  
District's disbursements dated on or before June 30 & July 31, 2022.
  - C. **Financial Reports**  
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for June and July 2022.
  - D. **Consideration and Approval of Bid Specifications for Tennis Court Resurfacing at Mission Oaks Park**  
One of the capital improvement projects approved in the FY 2022-23 budget was the resurfacing of the Mission Oaks tennis courts.
  - E. **Approval of the Purchase of a Toro Dingo Utility Tractor**  
After analyzing the usage frequency of each piece of equipment for District projects, it was determined that it was cost effective for the District to purchase the proposed utility tractor.
  - F. **Consideration and Approval of Bid Specifications for the Senior Center Roof Project**  
The Senior Center roof was last replaced during the addition in 1982 and is showing wear.
  - G. **Consideration and Approval of Request for Proposals for one New Fleet Vehicle**  
A 2017 Ford Escape with more than 180,000 miles needs to be replaced.
  - H. **Consideration and Adoption of Resolution No. 718 Accepting all of Volume 1 and the Pleasant Valley Recreation and Park District Portion of Volume 2 within the Ventura County Multi-Jurisdictional Hazard Mitigation Plan 2022**  
Once the plan is adopted, the District will be eligible to apply for hazard mitigation project funding from the suite of grant programs under FEMA's Hazard Mitigation Assistance (HMA) program.
  - I. **Consideration and Approval to Accept the Williams Homes and Somis Farm Workers Project Quimby Funds**  
These funds have been received and placed into Fund 30.

**J. Consideration and Adoption of Resolution No. 719 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 September 7<sup>th</sup>, 2022 through October 6<sup>th</sup>, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361**

Adoption of Resolution No. 719 will allow continuation of the use of teleconference meeting procedures for another 30-day period.

**K. Park Impact Fee Annual Report**

Park impact fees provide upfront financing for the expansion of public facilities needed to serve a new development.

**L. Consideration and Approval to Replace Resolution No. 104 and Approve Updated Employer-Employee Relations Resolution No. 720**

Staff reached an agreement with SEIU Local 721 on an updated Employer-Employee Relations resolution which is presented.

**7. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Final Designs and Amended and Restated Construction Agreement with Miracle League of the 805 for a Miracle League Field at Freedom Park**

Per direction given by the Miracle League Ad Hoc Committee on July 26, 2022, staff has worked with legal counsel to amend the contract to reflect new guidelines and procedures for this contract.

Suggested Actions: A MOTION to Approve both the proposed designs and the amended and restated Construction Agreement with Miracle League of the 805.

**B. Consideration and Approval of Disc Golf Pilot Program**

A pilot program for Disc Golf has been designed and next steps are needed.

Suggested Actions: A MOTION to Approve one of the options below or provide direction and the next steps:

**Option 1:** Implement a pilot Disc Golf Course at Heritage Park for 9 months to allow the District to evaluate the park and 9-hole course layout. Every 3 months, District staff will report back to the Board of Directors on the status of the Pilot Program and seek direction. At the end of 9 months, District staff will present a final report and seek direction on the future of a Disc Golf course.

**OR**

**Option 2:** Implement Option 1 with less than 9-hole baskets

**OR**

**Option 3:** Other direction

**C. Consideration and Approval of the Design Plans for the Freedom Park Dog Park**

As the District continues to improve its facilities and expand on its parks, Freedom Park was brought up for consideration as a location for a possible lighted dog park.

Suggested Action: A MOTION to Approve one of the below designs for the new Freedom Dog Park:

**Option A:** Small dog park, agility space and large dog park design

**OR**

**Option B:** One large area with a portion to consist of agility space

**OR**

**Option C:** Other suggestions

**D. Approval of Bid Award of Contract for Classification and Compensation Study**

It is considered a best practice to conduct an agency-wide class and compensation study every five to seven years.

Suggested Action: A MOTION to Approve and authorize the District General Manager to enter into a new agreement with Evergreen Solutions, LLC for a Classification and Compensation Study not to exceed \$35,000.

**E. Consideration and Approval of Resolution No. 721 Adopting A District Special Event Policy**

Currently, staff rely on existing processes to reserve, manage, and report on internal and contracted (external) special events.

Suggested Action: A MOTION to Approve Resolution No. 721 adopting the Special Event Policy.

**8. 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

**9. 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  
July 6, 2022**

**6:00 P.M.**

**REGULAR MEETING**

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

Present: Directors Dransfeldt, Malloy, Roberts and Vice Chair Magner

Absent: Chair Kelley

Also Present: Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Katlyn Simber-Clickener, Administrative Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Human Resources Specialist Kathryn Drewry, Recreation Supervisor Lanny Binney, Park Supervisors Nick Marienthal and Brandon Lopez, Mark Pettit, Richard Frank, Jim and Micah Mello, Walt and Do Kanz, Cheryl Marks, Dirk Dickinson, Peter Grik, Paul and Cooper, Reverend Dr. Pam Washburn, Jay McKee, Doug Kays, Joyce Ayres, Anastasia Bublick, Steve Burns, Susie Komar, Johnny Lovato and Jeff Thysell. General Manager Mary Otten, incoming Administrative Services Manager Justin Kiraly, and Robert Kelley were present via phone.

**3. AMENDMENTS TO THE AGENDA**

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

**Motion to  
Approve the  
Agenda as  
Presented**

Voting was as follows:

Ayes: Malloy, Roberts, Dransfeldt, Vice Chair Magner

Noes:

Absent: Kelley

**Carried**

Motion: Carried

**4. PRESENTATION**

A. Introduction – Administrative Services Manager – Justin Kiraly

General Manager Mary Otten introduced Justin Kiraly who will be replacing Leonore Young as the District’s Administrative Services Manager.

**5. PUBLIC COMMENT**

Recording Board Secretary Karen Roberts read an emailed comment from Dr. Neal Dixon. Dr. Dixon thanked Leo Young for her outstanding and dedicated service to the District and the public it serves. Dr. Dixon stated that she played a vital role in stretching the financial

resources of the District while maintaining financial stability and also preparing for future challenges.

**6. CONSENT AGENDA**

- A. Minutes for Regular Board Meeting of June 1, 2022 and Special Board Meeting of June 8, 2022
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Review and Approval of Surplus Supplies and Equipment List
- E. Consideration and Adoption of Resolution No. 714 for Appropriation Amount Subject to Gann Limitation, FY 2022-2023
- F. Consideration and Approval of Three-Year Agreement between the Pleasant Valley Recreation and Park District and Freedom Park BMX Raceway, Inc. for the Operation of the BMX Track
- G. Review and Approve Updated Job Descriptions
- H. Consideration and Approval of Request for Proposals for an Employee Classification and Compensation Study
- I. Consideration and Adoption of Resolution No.715 Declaring July as Park and Recreation Month
- J. Consideration and Adoption of Resolution No. 716, 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 July 6<sup>th</sup>, 2022 through August 5<sup>th</sup>, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No.361

Vice Chair Magner requested that Item J. of the Consent Agenda be voted on first and separately from the rest of the agenda. A motion was made by Director Malloy and seconded by Director Roberts to approve Item J. as a separate item of the Consent Agenda.

**Motion to Approve Item J. of the Consent Agenda**

Voting was as follows:

Ayes: Malloy, Roberts, Dransfeldt, Vice Chair Magner

Noes:

Absent: Kelley

**Carried**

Motion: Carried

Upon approval of the item, Director Kelley who was present by phone was now able to participate as a Board Member. A motion was made by Director Dransfeldt and seconded by Director Malloy to approve the remainder of the Consent Agenda.

**Motion to Approve the Remainder of the Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**7. PUBLIC HEARING**

A. Consideration and Approval of Resolution No. 717 for Fiscal Year 2022-2023 Budgets for the General Fund, the Assessment District Fund, Quimby Fee Fund, Park Impact Fee Fund and Community Development Block Grant Fund

Administrative Services Manager Leonore Young presented for consideration Resolution No. 717 which would approve the FY 22-23 budgets. One of the follow-up items that staff had legal counsel review was regarding the use of Quimby Funds for the proposed dog park at Freedom Park. Since the dog park would be a new recreational feature, Quimby Funds could be used for the park.

Vice Chair Magner opened the public hearing. She asked if anyone wanted to speak for or against the proposed assessments. The following public comments were regarding the proposed dog park at Freedom Park:

Paul (Cooper) of Camarillo stated that a lighted dog park is needed, and that Freedom Park would be a good location since there is electrical power already present, a restroom and it is not located near any neighborhoods. There would be a positive impact on the community with a safe location after 5 pm and less wear and tear on the Springville Dog Park.

Peter Grik, Reverend Dr. Pam Washburn, Jay McKee, Doug Kays, Joyce Ayres, Anastasia Bublick, Steve Burns, Susie Komar, and Jeff Thysell had similar comments in support of an enclosed lighted dog park at Freedom Park which would also remove some traffic from the Springville Dog Park area.

Cheryl Marks with the Friends of Camarillo Dog Parks stated that there has been enormous growth in the use of the dog parks since COVID and that there is a need for a lighted park which would benefit the community.

With members of the public speaking for and none speaking against the proposed budgets, Vice Chair Magner closed the public hearing. The Board discussed Capital/Quimby designation for the Freedom Park Dog Park.

Vice Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Malloy to adopt Resolution No. 717 to adopt the Fiscal Year 2022-2023 Budgets.

**Motion to Adopt Reso 717, FY 22-23 Budgets**

Voting was as follows:

Ayes: Roberts, Malloy, Vice Chair Magner, Kelley

Noes: Dransfeldt

Absent:

Motion: Carried

**Carried**

**8. NEW ITEMS – DISCUSSION/ACTION**

A. Consideration and Approval of the Design Plans for the Pickleball Complex at Freedom Park

Park Services Manager Bob Cerasuolo presented an overview of the proposed pickleball complex at Freedom Park. Mark Pettit with Lauterbach & Associates, Architects spoke

about the two design plans with 18 courts/32 parking spots or 15 courts/49 parking spots and reviewed the various phases of the proposed plans. A five-phase layout would start with 4 courts, a center court and restrooms and then each subsequent phase would include additional courts, shade structures, etc. with a final parking layout. The Board discussed the need for parking due to increased building in the area.

Vice Chair Magner called for a motion. A motion was made by Director Kelley and seconded by Director Dransfeldt to approve the design plans for the Pickleball Complex at Freedom Park.

**Motion to Approve Design Plans for Pickleball at Freedom**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

B. Consideration and Approval of an Agreement between the Pleasant Valley Recreation and Park District, Camarillo PONY Baseball and United States Specialty Sports Association

Recreation Supervisor Lanny Binney presented a proposed agreement to be considered between the District, CPBA and USSSA for the use of baseball fields at Bob Kildee and Freedom Parks. The Board discussed the suggestion of a 3-year agreement versus 5-year.

Vice Chair Magner called for motion. A motion was made by Director Malloy and seconded by Director Roberts to approve and authorize the District General Manager to enter into a new agreement with Camarillo PONY Baseball Association (CPBA) and United States Specialty Sports Association (USSSA) for the use of the baseball fields at Freedom Park and Bob Kildee Park that outlines the relationship between the District, CPBA and USSSA for a period of 3 years with the option of two additional 1 year extensions by mutual agreement between CPBA and District staff.

**Motion to Approve CPBA, USSSA & District Agreement for 3 years with Two 1-yr Ext.**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

C. Consideration and Approval of an Agreement between the Pleasant Valley Recreation and Park District and FM3 Research to Perform a Voter Opinion Survey

Administrative Analyst Dylan Gunning presented consideration of FM3 Research to perform a voter opinion survey regarding the multigenerational community recreational facility at the Community Center.

Vice Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve and authorize the General Manager to enter into an agreement with FM3 Research for a Voter Opinion Survey.

**Motion to Approve FM3 Research for Voter Opinion Survey**



Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

D. Consideration and Approval of Full-Time and Part-Time Year-Round Salary Schedule  
Human Resources Specialist Kathryn Drewry presented an updated 2022-2023 Salary Schedule.

Vice Chair Magner called for motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve the updated 2022/2023 Salary Schedule which includes the 2% COLA for both represented and non-represented employees.

**Motion to  
Approve  
Updated FY  
22-23 Salary  
Schedule**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

E. Consideration and Approval of Camarillo Grove Park Septic Tank Removal and Replacement

Park Supervisor Nick Marienthal presented for consideration the approval of a new septic tank due to a failure of an old system at Camarillo Grove Park.

Vice Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Roberts to approve and authorize the General Manager to enter into an agreement with ACCO for the installation of a new septic system at the lower restrooms at Camarillo Grove Park in the amount of \$72,605.21 with a 15% contingency for a total not to exceed \$83,496 and allow a one-week closure of the entire park.

**Motion to  
Approve  
Septic Tank  
Replacement  
at Cam Grove  
Park**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

F. Consideration and Approval of the Designs of Turf Removal Sites

Park Supervisor Brandon Lopez presented designs for passive use turf removal at Valle Lindo, Lokker, Bob Kildee and the Community Center Parks.

Vice Chair Magner called for motion. A motion was made by Director Dransfeldt and seconded by Director Malloy to approve the proposed turf removal designs for Valle Lindo, Lokker, Bob Kildee, and Community Center Parks.

**Motion to  
Approve  
Passive Turf  
Removal at  
Some Parks**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

## 9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Kelley – No report.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner - No report. CSDA - Director Magner reported on meetings attended during the month.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported that the next meeting will be July 18.

E. Standing Committees – Finance – Director Malloy stated revenue is looking good for the year. Water saving projects are starting to show. CalPERS unfunded liability will be larger, but the District will not have to pay for the amount until 2 years down the road. Liaison – City – None. Long Range Planning – None. Personnel – Meeting coming up. Policy – Director Malloy stated that they started preliminary discussion on sports turf shoes.

F. Ad Hoc Committees – Miracle League – None. Pickleball – Staff report presented earlier.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner thanked those who attended Painting with a Twist as they made \$775 for the fundraiser. The Foundation received a microbusiness grant for the Nature Education Classroom at Camarillo Grove Park. There is an all-day fundraiser on July 12 at *Mr. Softee* and the 6<sup>th</sup> annual fundraiser Poker for the Parks is coming up August 19 at the Community Center. The next board meeting will be July 13.

H. General Manager's Report – General Manager Mary Otten reported on current projects and studies that staff are working on. Updates included: progress of the fee study and the need for a date for community input; the election page on the District website; the grand re-opening on July 9 for Arneill Ranch Park with restrooms in August due to supply issues; turf mitigation; Freedom Park thatching to begin Monday, July 11; 45 campers for each of the first 2 weeks of Camp Funtastic; 100 participants with the CDBG Food Share program; full Aquatic Center lessons; Camarillo Community Band will be playing Thursdays in July at Constitution Park; and upcoming special events are the movie *Encanto* on July 17 and the Summer Concert Series continuing on July 29.

I. Board Members – The Directors updated on the meetings and District events they attended for the month. Director Roberts thanked Leo for her guidance and hoped she will enjoy retirement. Director Dransfeldt stated that she attended the June 26 Pride celebration in Camarillo and thanked Leo for her time with the District. Director Malloy complimented Leo on her organizational skills and work ethics and stated that the District is in better shape because of her and General Manager Otten's work. Director Kelley stated that Leo was able to make things make sense and that she would be missed. Vice Chair Magner thanked Leo for bringing in Springbrook and simplifying the budget. The Directors thanked Dr. Dixon for his kind words about Leo.

**10. ADJOURNMENT**

Vice Chair Magner adjourned the meeting at 9:26 p.m.

**Respectfully submitted,**

**Karen Roberts  
Recording Secretary**

**Approval,**

**Elaine Magner  
Vice Chair  
(for Robert Kelley  
Chair)**

# CASH REPORT

|                                     | 6/30/2022<br>Balance    | 6/30/2021<br>Balance    |                        |
|-------------------------------------|-------------------------|-------------------------|------------------------|
| <b>Restricted Funds</b>             |                         |                         |                        |
| Debt Service - Restricted           | \$ 140,595.62           | \$ 256,432.07           |                        |
| 457 Pension Trust Restricted        | \$ 75,285.92            | \$ 83,837.02            |                        |
| Quimby Fee - Restricted             | \$ 234,422.12           | \$ 396,418.30           |                        |
| Multi-Bank Securities Restricted    | \$ 15,421.14            | \$ -                    |                        |
| Ventura County Pool - Restricted    | \$ 3,057,753.98         | \$ 4,546,106.60         |                        |
| Park Impact Fees                    | \$ 172,359.10           | \$ -                    |                        |
| FCDP Checking                       | \$ 13,846.66            | \$ 13,601.61            |                        |
| <b>Total</b>                        | <b>\$ 3,709,684.54</b>  | <b>\$ 5,296,395.60</b>  |                        |
| <b>Semi-Restricted Funds</b>        |                         |                         |                        |
| Assessment                          | \$ 1,037,090.52         | \$ 1,001,601.24         |                        |
| Capital Improvement                 | \$ 1,120,677.27         | \$ 30,010.02            |                        |
| Capital - Vehicle Replacement       | \$ 49,843.80            | \$ 79,843.80            |                        |
| LAIF - <b>Capital</b>               | \$ 2,025,275.39         | \$ 4,045,795.87         |                        |
| Designated Project                  | \$ 230,484.00           | \$ 16,397.94            |                        |
| Contingency - Dry Period            | \$ 397,337.08           | \$ 361,000.00           |                        |
| Contingency-Compensated Absences    | \$ 75,000.00            | \$ -                    |                        |
| Contingency-Vehicle Replacement     | \$ 30,000.00            | \$ -                    |                        |
| Contingency - Computer              | \$ 20,000.01            | \$ 20,000.00            |                        |
| Contingency - Repair/Oper/Admin     | \$ 300,000.00           | \$ 200,000.00           |                        |
| <b>Total</b>                        | <b>\$ 5,285,708.07</b>  | <b>\$ 5,754,648.87</b>  |                        |
| <b>Unrestricted Funds</b>           |                         |                         |                        |
| Contingency                         | \$ 4,309,486.67         | \$ 12,233.00            |                        |
| LAIF/Cal Trust - <b>Contingency</b> | \$ -                    | \$ 2,320,504.80         |                        |
| General Fund Checking               | \$ 123,745.40           | \$ 185,667.27           |                        |
| <b>Total</b>                        | <b>\$ 4,433,232.07</b>  | <b>\$ 2,518,405.07</b>  |                        |
| <b>Total of all Funds</b>           | <b>\$ 13,428,624.68</b> | <b>\$ 13,569,449.54</b> | <b>\$ (140,824.86)</b> |

|                                     | 7/22/2022<br>Balance    | 7/31/2021<br>Balance    |                          |
|-------------------------------------|-------------------------|-------------------------|--------------------------|
| <b>Restricted Funds</b>             |                         |                         |                          |
| Debt Service - Restricted           | \$ 140,595.62           | \$ 256,432.07           |                          |
| 457 Pension Trust Restricted        | \$ 75,285.92            | \$ 83,837.02            |                          |
| Quimby Fee - Restricted             | \$ 234,422.12           | \$ 396,418.30           |                          |
| Multi-Bank Securities Restricted    | \$ 15,421.14            | \$ -                    |                          |
| Ventura County Pool - Restricted    | \$ 3,057,753.98         | \$ 4,546,106.60         |                          |
| Park Impact Fees                    | \$ 172,359.10           | \$ -                    |                          |
| FCDP Checking                       | \$ 13,601.61            | \$ 13,601.61            |                          |
| <b>Total</b>                        | <b>\$ 3,709,439.49</b>  | <b>\$ 5,296,395.60</b>  |                          |
| <b>Semi-Restricted Funds</b>        |                         |                         |                          |
| Assessment                          | \$ 1,035,688.42         | \$ 954,358.86           |                          |
| Capital Improvement                 | \$ 1,120,677.27         | \$ 30,010.02            |                          |
| Capital - Vehicle Replacement       | \$ 49,843.80            | \$ 79,843.80            |                          |
| Capital - Designated Project        | \$ 230,484.00           | \$ 16,397.94            |                          |
| LAIF - <b>Capital</b>               | \$ 2,025,275.39         | \$ 4,045,795.89         |                          |
| Contingency - Dry Period            | \$ 397,337.08           | \$ 361,000.00           |                          |
| Contingency-Compensated Absences    | \$ 75,000.00            | \$ -                    |                          |
| Contingency-Vehicle Replacement     | \$ 30,000.00            | \$ -                    |                          |
| Contingency - Computer              | \$ 20,000.01            | \$ 20,000.00            |                          |
| Contingency - Repair/Oper/Admin     | \$ 300,000.00           | \$ 200,000.00           |                          |
| <b>Total</b>                        | <b>\$ 5,284,305.97</b>  | <b>\$ 5,707,406.51</b>  |                          |
| <b>Unrestricted Funds</b>           |                         |                         |                          |
| Contingency                         | \$ 3,209,486.67         | \$ 12,233.00            |                          |
| LAIF/Cal Trust - <b>Contingency</b> | \$ -                    | \$ 2,320,504.80         |                          |
| General Fund Checking               | \$ 271,158.69           | \$ 270,195.20           |                          |
| <b>Total</b>                        | <b>\$ 3,480,645.36</b>  | <b>\$ 2,602,933.00</b>  |                          |
| <b>Total of all Funds</b>           | <b>\$ 12,474,390.82</b> | <b>\$ 13,606,735.11</b> | <b>\$ (1,132,344.29)</b> |

Pleasant Valley Recreation and Park District  
 Finance Report  
 June 2022

|                          | Date               | Amount               |                               |
|--------------------------|--------------------|----------------------|-------------------------------|
| Accounts Payables:       | 6/30/2022          | \$ 255,691.37        |                               |
|                          | <b>Total</b>       | <b>\$ 255,691.37</b> |                               |
| Payroll (Total Cost):    | 6/2/2022           | \$ 143,030.13        |                               |
|                          | 6/16/2022          | \$ 159,878.64        |                               |
|                          | <b>Total</b>       | <b>\$ 302,908.77</b> |                               |
| Outgoing:Online Payments |                    |                      |                               |
|                          | 6/1/2022           | \$ 32,698.77         | PERS Health Insurance Premium |
|                          | 6/7/2022           | \$ 15,503.07         | CALPERS - Ret PR 6/9/2022     |
|                          | 6/2/2022           | \$ 2,581.37          | Guardian                      |
|                          | 6/2/2022           | \$ 521.25            | VSP                           |
|                          | 6/2/2022           | \$ 1,850.27          | Hartford                      |
|                          | 6/21/2022          | \$ 16,102.33         | CALPERS- Ret-PR-6/23/22       |
|                          | <b>Total</b>       | <b>\$ 69,257.06</b>  |                               |
|                          | <b>Grand Total</b> | <b>\$ 627,857.20</b> |                               |

| Developer                      | Project |               |  |                        | Quimby Funds           |                        |                        | GL Code    |                |
|--------------------------------|---------|---------------|--|------------------------|------------------------|------------------------|------------------------|------------|----------------|
|                                | No.     | Location      | Description  | Budgeted               | Expended               | Awarded                | Balance                |            | Committed Date |
| <b>AMLI</b>                    |         |               |  |                        |                        |                        |                        |            |                |
| Public Hearing 7/5/2018        | 1       | Nancy Bush    | Nancy Bush Picnic Area(s)                              | \$ 45,600.00           | \$ 29,585.62           | \$ 615,709.00          | \$ 615,709.00          | 7/31/2019  | 8446           |
| Public Hearing 7/5/2018        | 2       | Valle Lindo   | Valle Lindo RR/Pavillion*                              | \$ 425,000.00          | \$ 364,574.44          | \$                     | \$ 586,123.38          | 12/6/2018  | 8444           |
| Public Hearing 7/5/2018        | 3       | Nancy Bush    | Nancy Bush Playground                                  | \$ 250,000.00          | \$ 221,548.94          | \$                     | \$ 221,548.94          | 10/3/2018  | 8445           |
| <b>TOTALS</b>                  |         |               |  | <b>\$ 720,600.00</b>   | <b>\$ 615,709.00</b>   | <b>\$</b>              | <b>\$</b>              |            |                |
| <b>FAIRFIELD LLC</b>           |         |               |  |                        |                        |                        |                        |            |                |
| Public Hearing 11/7/2018       | 1       | Freedom       | Freedom Baseball Fields- Non- Contract Cost            | \$                     | \$ 504,121.78          | \$ 2,250,489.70        | \$ 2,250,489.70        | 1/31/2020  | 8459           |
|                                | 2       | Freedom       | Freedom Baseball Fields- Contract Cost                 | \$ 1,100,000.00        | \$ 411,628.87          | \$                     | \$ 1,746,367.92        | 11/7/2018  |                |
| Public Hearing 7/3/19          | 3       | PVAC          | PVAC Restrooms and Showers                             | \$ 500,000.00          | \$ 646,859.60          | \$                     | \$ 1,334,739.05        |            | 8469           |
| Mid-Year Budget Adj 2/5/2020   | 4       | PV Fields     | Fertilizer Injector System                             | \$ 60,000.00           | \$ 50,788.90           | \$                     | \$ 687,879.45          |            | 8478           |
|                                | 5       |               | Senior and Community Rec Fac Project                   | \$                     | \$ -                   | \$                     | \$ 637,090.55          |            |                |
|                                | 6       |               | Senior and Community Rec Fac Exterior Proj             | \$                     | \$ -                   | \$                     | \$ 637,090.55          |            |                |
|                                | 7       |               | Community Center Kitchen Expansion                     | \$ 250,000.00          | \$ 280,649.20          | \$                     | \$ 356,441.35          |            | 8480           |
|                                | 8       |               | Community Center Classroom and Auditorium Enhancements |                        |                        |                        |                        |            |                |
|                                | 9       |               | Freedom Park Parking Lot Enhancement                   |                        |                        |                        |                        |            |                |
|                                | 10      |               | Freedom Park Landscape and Walking Path                |                        |                        |                        |                        |            |                |
|                                | 11      |               | Camarillo Grove Nature Center                          |                        |                        |                        |                        |            |                |
| <b>ELACORA MISSION OAKS</b>    |         |               |  |                        |                        |                        |                        |            |                |
|                                |         |               |  | <b>\$ 1,910,000.00</b> | <b>\$ 1,894,048.35</b> | <b>\$</b>              | <b>\$ 356,441.35</b>   |            |                |
| Budget Allocation 11/5/2020    | 1       | Encanto       | PG Equipment Installation                              | \$                     | \$ 189,887.74          | \$ 2,649,209.00        | \$ 2,649,209.00        | 8/8/2021   |                |
|                                | 2       | Arnell Reh Pk | Arnell Ranch Park Renovation                           | \$ 1,500,000.00        | \$ 1,405,617.92        | \$                     | \$ 2,459,321.26        | 11/3/2016  |                |
|                                | 3       |               | Pickleball   | \$ 1,400,000.00        | \$ 4,863.40            | \$                     | \$ 1,053,703.34        | 11/5/2020  | 8464           |
|                                | 4       |               | Camarillo Nature Center                                | \$ 300,000.00          | \$ -                   | \$                     | \$ 1,048,839.94        |            | 8493           |
|                                | 5       |               | Freedom Park Landscape and Walking Path                | \$                     | \$ -                   | \$                     | \$ 1,048,839.94        |            |                |
|                                |         |               | Freedom Baseball Fields                                | \$                     | \$ -                   | \$                     | \$ 1,048,839.94        |            |                |
| <b>KB HOMES</b>                |         |               |  |                        |                        |                        |                        |            |                |
|                                |         |               |  | <b>\$ 3,200,000.00</b> | <b>\$ 1,600,369.06</b> | <b>\$</b>              | <b>\$ 1,048,839.94</b> |            |                |
| Public Hearing 7/5/2018        | 1       | Valle Lindo   | Valle Lindo RR/Pavillion*                              | \$ 425,000.00          | \$ 32,368.30           | \$ 474,353.00          | \$ 474,353.00          | 8/10/2021  | 8444           |
| Public Hearing 7/5/2018        | 2       | Mel Vincent   | Mel Vincent Park Restrooms                             | \$ 139,500.00          | \$ 166,253.78          | \$                     | \$ 441,984.70          |            | 8460           |
| Public Hearing 7/5/2018        | 3       | Nancy Bush    | Nancy Bush Pavillion                                   | \$ 65,000.00           | \$ 31,537.74           | \$                     | \$ 275,730.92          |            | 8447           |
|                                | 4       |               | Community Center Classroom and Auditorium Enhancements | \$                     | \$ -                   | \$                     | \$ 244,193.18          |            |                |
|                                | 5       |               | Dos Caminos Expansion and ADA                          | \$                     | \$ -                   | \$                     | \$ 244,193.18          |            |                |
| <b>CRESTVIEW</b>               |         |               |  |                        |                        |                        |                        |            |                |
|                                |         |               |  | <b>\$ 629,500.00</b>   | <b>\$ 230,159.82</b>   | <b>\$</b>              | <b>\$ 244,193.18</b>   |            |                |
|                                |         |               |  | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ 21,612.25</b>    | <b>\$ 21,612.25</b>    | 6/7/2023   |                |
| <b>ALDERSGATE CONSTRUCTION</b> |         |               |  |                        |                        |                        |                        |            |                |
|                                |         |               |  | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | 6/27/2023  |                |
|                                |         |               |  | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | 1/9/2024   |                |
|                                |         |               |  | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | 9/12/2024  |                |
| <b>HABITAT FOR HUMANITY</b>    |         |               |  |                        |                        |                        |                        |            |                |
|                                |         |               |  | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ 35,242.00</b>    | <b>\$ 35,242.00</b>    | 3/6/2024   |                |
| <b>SHEA HOMES</b>              |         |               |  |                        |                        |                        |                        |            |                |
|                                |         |               |  | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ 1,264,500.00</b> | <b>\$ 1,264,500.00</b> | 11/21/2024 |                |
| <b>Grand Total</b>             |         |               |  | <b>\$ 6,460,100.00</b> | <b>\$ 4,340,286.23</b> | <b>\$ 7,311,114.95</b> | <b>\$ 2,970,828.72</b> |            |                |

### Ventura County Pool

| Investment Name            | Jan-21 | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Ventura County Pool</b> | 0.46%  | 0.50%  | 0.41%  | 0.38%  | 0.36%  | 0.36%  | 0.33%  | 0.31%  | 0.32%  |
|                            |        |        |        |        |        |        |        |        |        |
|                            | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 |
| <b>Ventura County Pool</b> | 0.31%  | 0.30%  | 0.31%  | 0.33%  | 0.38%  | 0.41%  | 0.56%  | 0.67%  | 0.87%  |

- Rates are determined at the end of the month

### Local Agency Investment Fund (LAIF)

| Investment Name                            | Jan-21 | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Local Agency Investment Fund (LAIF)</b> | 0.46%  | 0.41%  | 0.36%  | 0.34%  | 0.32%  | 0.26%  | 0.33%  | 0.22%  | 0.21%  |
|  |        |        |        |        |        |        |        |        |        |
|  | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 |
| <b>Local Agency Investment Fund (LAIF)</b> | 0.20%  | 0.20%  | 0.21%  | 0.23%  | 0.28%  | 0.37%  | 0.52%  | 0.68%  | 0.86%  |

### Pacific Western Bank

| Investment Name             | Jan-21 | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Pacific Western Bank</b> | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  |
|                             |        |        |        |        |        |        |        |        |        |
|                             | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 |
| <b>Pacific Western Bank</b> | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  |

PVRPD  
2021-2022 BANK INTEREST INPUT WORKSHEET

| Name Of Account                          | Fiscal Year 2021/2022 |                    |                 |                             |                         |                    |                    |                  |                             |                         |                    |                    | Total Interest Earned Since Purchased |                    |                          |                         |                  |                  |                    |                          |                         |                          |                    |
|--|-----------------------|--------------------|-----------------|-----------------------------|-------------------------|--------------------|--------------------|------------------|-----------------------------|-------------------------|--------------------|--------------------|---------------------------------------|--------------------|--------------------------|-------------------------|------------------|------------------|--------------------|--------------------------|-------------------------|--------------------------|--------------------|
|  | Jul-21                | Aug-21             | Sep-21          | Total 1ST Qtr. Of 2021-2022 | Annual Percentage Yield | Oct-21             | Nov-21             | Dec-21           | Total 2ND Qtr. Of 2021-2022 | Annual Percentage Yield | Jan-22             | Feb-22             |                                       | Mar-22             | Total 3RD Qtr. 2021-2022 | Annual Percentage Yield | Apr-22           | May-22           | Jun-22             | Total 4TH Qtr. 2021-2022 | Annual Percentage Yield | Total 2021/2022 Interest | Total Annual Yield |
| LAIIF Capital #1301                      | \$ 1,710.65           | \$ -               | \$ -            | \$ 1,710.65                 | 0.206%                  | \$ 1,475.40        | \$ -               | \$ -             | \$ 1,475.40                 | 0.21%                   | \$ 2,427.29        | \$ -               | \$ -                                  | \$ 2,427.29        | 0.365%                   | \$ 1,995.39             | \$ -             | \$ -             | \$ 1,995.39        | 0.861%                   | \$ -                    | \$ 7,608.73              |                    |
| LAIIF Contingency #1200                  | \$ 3,356.28           | \$ -               | \$ -            | \$ 3,356.28                 | 0.206%                  | \$ 2,005.03        | \$ -               | \$ -             | \$ 2,005.03                 |                         | \$ -               | \$ -               | \$ -                                  | \$ -               |                          | \$ -                    | \$ -             | \$ -             | \$ -               |                          | \$ -                    | \$ -                     |                    |
| Ventura County Pool (Restricted -0241)   | \$ 1,812.51           | \$ 1,812.51        | \$ -            | \$ 3,625.02                 | 0.322%                  | \$ 1,498.24        | \$ 1,498.24        | \$ -             | \$ 2,996.48                 | 0.31%                   | \$ 1,216.30        | \$ 1,216.30        | \$ -                                  | \$ 2,432.60        | 0.41%                    | \$ 2,593.28             | \$ -             | \$ -             | \$ 2,593.28        | 0.87%                    | \$ -                    | \$ 11,647.38             |                    |
| Ventura County Pool (Unrestricted -0240) | \$ 0.01               | \$ 0.01            | \$ 0.01         | \$ 0.03                     |                         | \$ 0.01            | \$ 0.01            | \$ 0.01          | \$ 0.03                     |                         | \$ 0.01            | \$ -               | \$ -                                  | \$ 0.01            |                          | \$ -                    | \$ -             | \$ -             | \$ -               |                          | \$ -                    | \$ 0.07                  |                    |
| CALTRUST                                 |                       |                    |                 |                             |                         |                    |                    |                  |                             |                         |                    |                    |                                       |                    |                          |                         |                  |                  |                    |                          |                         |                          |                    |
| 457 Pension                              | \$ 2.85               | \$ 2.85            | \$ 2.75         | \$ 8.45                     | 0.04%                   | \$ 2.85            | \$ 2.76            | \$ 2.85          | \$ 8.46                     | 0.04%                   | \$ 2.85            | \$ 2.32            | \$ 2.56                               | \$ 7.73            | 0.04%                    | \$ 2.47                 | \$ 2.56          | \$ 2.47          | \$ 7.50            | 0.04%                    | \$ -                    | \$ 32.14                 |                    |
| Assessment                               | \$ 33.50              | \$ 31.98           | \$ 29.89        | \$ 95.37                    | 0.04%                   | \$ 20.69           | \$ 9.34            | \$ 15.70         | \$ 45.73                    | 0.04%                   | \$ 28.09           | \$ 24.24           | \$ 25.53                              | \$ 77.86           | 0.04%                    | \$ 28.04                | \$ 38.89         | \$ 36.72         | \$ 103.65          | 0.04%                    | \$ -                    | \$ 322.61                |                    |
| Capital                                  | \$ 3.93               | \$ 3.73            | \$ 3.47         | \$ 11.13                    | 0.04%                   | \$ 2.81            | \$ 2.89            | \$ 14.56         | \$ 20.26                    | 0.04%                   | \$ 163.99          | \$ 22.28           | \$ 23.79                              | \$ 210.06          | 0.04%                    | \$ 27.96                | \$ 39.86         | \$ 38.49         | \$ 106.31          | 0.04%                    | \$ -                    | \$ 347.76                |                    |
| Contingency                              | \$ 5.68               | \$ 5.68            | \$ 5.50         | \$ 16.86                    | 0.04%                   | \$ 5.68            | \$ 5.50            | \$ 51.71         | \$ 62.89                    | 0.04%                   | \$ 25.48           | \$ 137.72          | \$ 141.64                             | \$ 304.84          | 0.04%                    | \$ 140.68               | \$ 181.80        | \$ 167.11        | \$ 489.59          | 0.04%                    | \$ -                    | \$ 874.18                |                    |
| Debt Service                             | \$ 8.71               | \$ 6.06            | \$ 4.46         | \$ 19.23                    | 0.04%                   | \$ 4.60            | \$ 4.45            | \$ 6.23          | \$ 15.28                    | 0.04%                   | \$ 9.18            | \$ 7.40            | \$ 4.61                               | \$ 21.19           | 0.04%                    | \$ 4.51                 | \$ 4.77          | \$ 4.63          | \$ 13.91           | 0.04%                    | \$ -                    | \$ 69.61                 |                    |
| Quimby                                   | \$ 20.20              | \$ 20.20           | \$ 12.49        | \$ 52.89                    | 0.04%                   | \$ 3.94            | \$ 33.99           | \$ 41.34         | \$ 79.27                    | 0.04%                   | \$ 21.79           | \$ 15.83           | \$ 11.21                              | \$ 48.83           | 0.04%                    | \$ 7.98                 | \$ 15.53         | \$ 15.37         | \$ 38.88           | 0.04%                    | \$ -                    | \$ 219.87                |                    |
| Park Impact Fees                         |                       |                    |                 |                             |                         |                    |                    |                  |                             |                         |                    |                    |                                       |                    |                          | \$ 3.26                 | \$ 4.39          | \$ 4.25          | \$ 11.90           | 0.04%                    | \$ -                    | \$ -                     |                    |
| <b>Total</b>                             | <b>\$ 6,954.32</b>    | <b>\$ 1,883.02</b> | <b>\$ 58.57</b> | <b>\$ 8,895.91</b>          |                         | <b>\$ 5,019.25</b> | <b>\$ 1,557.18</b> | <b>\$ 132.40</b> | <b>\$ 6,708.83</b>          |                         | <b>\$ 3,894.98</b> | <b>\$ 1,426.09</b> | <b>\$ 209.34</b>                      | <b>\$ 5,530.41</b> |                          | <b>\$ 4,803.57</b>      | <b>\$ 287.80</b> | <b>\$ 269.04</b> | <b>\$ 5,360.41</b> |                          | <b>\$ 21,122.35</b>     | <b>\$ -</b>              |                    |



# Bank Reconciliation

## Board Audit

User: cwebster  
 Printed: 07/13/2022 - 3:04PM  
 Date Range: 06/01/2022 - 06/30/2022  
 Systems: 'AP'



| Check No.                                     | Vendor/Employee              | Transaction Description         | Date       | Amount    |
|---|------------------------------|---------------------------------|------------|-----------|
| Fund: 10 General Fund                         |                              |                                 |            |           |
| Department: 00 Non Departmentalized           |                              |                                 |            |           |
| 0   | ROBERT KELLEY                | KELLEY,R: INSURANCE OVER PA     | 06/02/2022 | 3,883.24  |
| 25337   | IRENE BAJENTING              | BAJENTING,I: PERMIT #1097       | 06/16/2022 | 50.00     |
| 25340   | CAMARILLO NEWCOMER'S CLUB    | CAMARILLO NEWCOMERS CLUB        | 06/16/2022 | 50.00     |
| 25341   | CAMARILLO QUILTERS ASSOC.    | CAMARILLO QUILTERS ASSOC: C     | 06/16/2022 | 350.00    |
| 25349   | GERMAN SHEPHERD DOG CLUB     | GERMAN SHEPHERD CLUB: CON'      | 06/16/2022 | 300.00    |
| 25351   | HERALD PRINTING, LTD.        | HERALD PRINTING: BILLING INS    | 06/16/2022 | 1,816.65  |
| 25370   | CSUCI                        | CSUCI: RENTAL DEPOSIT REFUNI    | 06/22/2022 | 100.00    |
| 25371   | GOOSETOWN PRODUCTIONS INC    | GOOSETOWN PRODUCTIONS: 202      | 06/22/2022 | 5,500.00  |
| 25372   | PHILIP HAMPTON               | HAMPTON, P: CANCELLED PERM      | 06/22/2022 | 100.00    |
| 25375   | THE TRIBE BAND               | TRIBE BAND: 2022 SUMMER CON     | 06/22/2022 | 2,500.00  |
| Total for Department: 00 Non Departmentalized |                              |                                 |            | 14,649.89 |
| Department: 03 Recreation                     |                              |                                 |            |           |
| 0   | ANN M. WRIGHT                | WRIGHT,A: BEG & ADV DIVING/I    | 06/02/2022 | 1,438.45  |
| 0   | ANN M. WRIGHT                | WRIGHT,A: WSI CLASSES           | 06/16/2022 | 715.00    |
| 0   | CAMILLE TORGESON             | TORGENSEN,C: CLASS DATES 202    | 06/30/2022 | 109.04    |
| 0   | DEBRA GREENWOOD              | GREENWOOD,D: 2022-5/2 -27       | 06/02/2022 | 813.15    |
| 0   | DEBRA GREENWOOD              | GREENWOOD,D: 2022-5/31 - 6/10 C | 06/16/2022 | 705.25    |
| 0   | DEBRA GREENWOOD              | GREENWOOD,D: CLASS DATES 2      | 06/30/2022 | 327.11    |
| 0   | GARY RUBENSTEIN              | RUBENSTEIN, G: JUNE 2022 CLAS   | 06/30/2022 | 78.00     |
| 0   | MARK TUSLER                  | TUSLER,M: DRUMMING LESSONS      | 06/16/2022 | 195.00    |
| 0   | MELANIE BURKE                | BURKE, M: BASIC CAKE / COOKII   | 06/02/2022 | 780.00    |
| 0   | PATRICIA J. BOLLAND          | BOLLAND, P: JAZZERCISE CLASS    | 06/17/2022 | 884.00    |
| 25318   | LARRY CHAVEZ                 | CHAVEZ,L: ADULT BASKETBALL      | 06/02/2022 | 250.00    |
| 25321   | DANIEL E. HOWARD             | HOWARD,D: JUJITSU KIDS & ADU    | 06/02/2022 | 364.00    |
| 25322   | BRYAN MONKA                  | MONKA, B: APRIL SOCCER CLAS     | 06/02/2022 | 469.95    |
| 25326   | THE FINISH LINE              | THE FINISH LINE: BASKETBALL C   | 06/02/2022 | 3,946.12  |
| 25332   | ALL GOOD DRIVING SCHOOL, INC | ALL GOOD DRIVING: 2022 APRIL    | 06/16/2022 | 240.80    |
| 25335   | MICHAEL ASHLEY               | ASHLEY, M: INTERMEDIATE-AD'     | 06/16/2022 | 936.00    |
| 25338   | BINGO WEST #4                | BINGO WEST #4: BLUE / ORANGE    | 06/16/2022 | 646.72    |
| 25352   | DANIEL E. HOWARD             | HOWARD, D: JUJITSU QUICK & DI   | 06/16/2022 | 52.00     |
| 25356   | BRYAN MONKA                  | MONKA, B: SOCCER CLASSES        | 06/16/2022 | 891.80    |
| 25357   | LUCILE B. MOSIER             | MOSIER, L: PRIVATE/SEMI-PRIVA   | 06/16/2022 | 1,384.50  |
| 25366   | DUNCAN YOUNG                 | YOUNG, D: TOT/BEG/INTER/GYM     | 06/16/2022 | 965.25    |
| 25367   | YOUTH EVOLUTION ACTIVITIES   | YOUTH EVOLUTION: LATE SPRIN     | 06/16/2022 | 2,145.00  |
| 25374   | THE FINISH LINE              | FINISH LINE: SHIRTS /SHORTS     | 06/22/2022 | 207.93    |
| 25377   | MICHAEL ASHLEY               | ASHLEY, M: BEGINNING PICKLEI    | 06/30/2022 | 195.00    |
| 25379   | CITY OF CAMARILLO            | CITY OF CAMARILLO: 2022 SUMM    | 06/30/2022 | 300.00    |
| 25382   | PARKER ANDERSON ENRICHMEN    | PARKER ANDERSON: CLASS DAT      | 06/30/2022 | 2,587.00  |
| 25390   | AUDREY WALZER                | WALZER,A: JUNE 2022 CLASSES     | 06/30/2022 | 1,123.20  |
| 25392   | DUNCAN YOUNG                 | YOUNG,D: CLASS DATES 2022-6/7   | 06/30/2022 | 858.00    |
| 25399   | PETTY CASH - PLEASANT VALLE' | PVRPD: PETTY CASH REIMB POS'    | 06/29/2022 | 16.24     |
| Total for Department: 03 Recreation           |                              |                                 |            | 23,624.51 |
| Department: 04 Parks                          |                              |                                 |            |           |
| 0   | ARAMSCO INC.                 | ARAMSCO: TOILET TISSUES / MIS   | 06/02/2022 | 10,589.31 |
| 0   | ARAMSCO INC.                 | ARAMSCO: BLEACH/BATHROOM        | 06/16/2022 | 2,496.99  |

| Check No. | Vendor/Employee               | Transaction Description           | Date       | Amount    |
|-----------|-------------------------------|-----------------------------------|------------|-----------|
| 0         | CITY OF CAMARILLO             | CITY OF CAMARILLO: SVC PERIC      | 06/01/2022 | 52,890.73 |
| 0         | E.J.HARRISON AND SONS, INC.   | EJ HARRISON: JUNE 2022 BILLING    | 06/30/2022 | 4,459.31  |
| 0         | GRAINGER                      | GRAINGER: BRAKE PEDAL / SHO       | 06/16/2022 | 1,178.94  |
| 0         | GRAINGER                      | GRAINGER: BOLTINSIDE / SHOP       | 06/30/2022 | 6,423.07  |
| 0         | SOCAL GAS COMPANY             | SCG: BILLING PERIOD 2022-5/2 - 6  | 06/03/2022 | 3,543.19  |
| 0         | SOUTHERN CALIF EDISON COMP.   | SCE: BILLING PERIOD 2022-4/29 -   | 06/02/2022 | 4,899.47  |
| 0         | SOUTHERN CALIF EDISON COMP.   | SCE: SERVICE PERIOD 2022-5/4 - 6  | 06/15/2022 | 11,662.45 |
| 0         | SOUTHERN CALIF EDISON COMP.   | SCE: SERVICE DATE 2022-5/16 - 6/  | 06/30/2022 | 5,860.01  |
| 0         | SPRINT                        | SPRINT: BILL PERIOD 2022-4/12 -   | 06/16/2022 | 254.47    |
| 0         | SPRINT                        | SPRINT: BILL PERIOD 2022-5/12 - ( | 06/30/2022 | 255.13    |
| 0         | UNITED SITE SERVICES OF CA IN | UNITED SITE: ADA RR / 2 HAND S    | 06/02/2022 | 185.36    |
| 0         | UNITED SITE SERVICES OF CA IN | UNITED SITE: DELUXE RR / WEEF     | 06/30/2022 | 876.24    |
| 0         | WATER & SANITATION SERVICES   | W&S: SERVICE PERIOD 2022-4/30 -   | 06/16/2022 | 446.90    |
| 0         | WEX BANK                      | WEX: 2022 MAY FUEL PURCHASE       | 06/02/2022 | 5,996.54  |
| 0         | ALBERTO SILVA                 | SILVA, A: REIMB BOOTS /REISSUI    | 06/16/2022 | 284.01    |
| 0         | BRANDON LOPEZ                 | LOPEZ, B: BOOTS REIMB             | 06/16/2022 | 198.40    |
| 0         | JARED SANTILLAN               | SANTILLAN, J: BOOTS               | 06/30/2022 | 134.68    |
| 0         | JOHN FLETCHER                 | FLETCHER, J: BACKFLOW CERTII      | 06/30/2022 | 374.23    |
| 0         | KELLY NORTON                  | NORTON,K: PANTS REIMB             | 06/02/2022 | 233.22    |
| 25316     | AMERICAN BUILDING COMFORT     | AMERICAN BUILDING COMFORT         | 06/02/2022 | 3,855.00  |
| 25317     | B & B DO IT CENTER            | B&B: PLUMBING / SHOP              | 06/02/2022 | 464.66    |
| 25319     | CITY OF OXNARD                | CITY OF OXNARD: 2022 APRIL        | 06/02/2022 | 456.18    |
| 25320     | COUNTY OF VENTURA             | VENTURA COUNTY: 2022 MARCH        | 06/02/2022 | 87.50     |
| 25323     | NAPA AUTO PARTS               | NAPA: BATTERY TERMINALS           | 06/02/2022 | 321.68    |
| 25325     | PHOENIX GROUP INFORMATION ;   | PHOENIX GROUP: 2022-MARCH B       | 06/02/2022 | 224.11    |
| 25330     | ADVANCED SANITATION           | ADVANCED SANITATION: SEPTIC       | 06/16/2022 | 822.00    |
| 25334     | AMERICAN RESOURCE RECVY       | AMERICAN RESOURCE RECVY: 2        | 06/16/2022 | 947.39    |
| 25336     | B & B DO IT CENTER            | B&B: SPRAY PAINT / COMM CENT      | 06/16/2022 | 422.34    |
| 25339     | CALIFORNIA ELECTRIC COMPAN    | CALIFORNIA ELECTRIC CO: REPA      | 06/16/2022 | 285.00    |
| 25342     | CAMARILLO TOWING INC.         | CAMARILLO TOWING: 2022 -1/15 ,    | 06/16/2022 | 80.00     |
| 25343     | CAMROSA WATER DISTRICT        | CAMROSA WATER DISTRICT: 2022      | 06/16/2022 | 10,347.02 |
| 25346     | COASTAL PIPCO IRRIGATION INC  | COASTAL PIPCO: VALVE/SOCKET       | 06/16/2022 | 1,098.63  |
| 25347     | CRESTVIEW MUTUAL WATER CO.    | CRESTVIEW WATER: 2022- 4/30 - 5   | 06/16/2022 | 54.00     |
| 25348     | FENCE FACTORY RENTALS         | FENCE FACTORY: POST/BRACKETS      | 06/16/2022 | 3,248.03  |
| 25350     | HARBOR FREIGHT TOOLS          | HARBOR FREIGHT: CART REPAIR       | 06/16/2022 | 171.83    |
| 25354     | KASTLE KARE                   | KASTLE KARE: GOPHER MONTHLY       | 06/16/2022 | 600.00    |
| 25358     | NAPA AUTO PARTS               | NAPA: RETURN DISC PAD             | 06/16/2022 | 86.70     |
| 25361     | SITEONE LANDSCAPE SUPPLY LI   | SITEONE: RAINBIRD WATERING S      | 06/16/2022 | 2,125.51  |
| 25363     | STANLEY STEEMER               | STANLEY STEEMER: CLEAN / DEGR     | 06/16/2022 | 850.00    |
| 25364     | TRAFFIC TECHNOLOGIES LLC.     | TRAFFIC TECH: RR MEN/WOMEN        | 06/16/2022 | 80.19     |
| 25365     | TUFF SHED INC.                | TUFF SHED: 18 x 20 SHED           | 06/16/2022 | 18,266.80 |
| 25372     | PHILIP HAMPTON                | HAMPTON, P: CANCELLED PERM        | 06/22/2022 | 240.00    |
| 25373     | HOSE- MAN INC.                | HOSEMAN: PRESSURE WASHER H        | 06/22/2022 | 24.81     |
| 25376     | ANGELUS BLOCK CO. INC.        | ANGELUS BLOCK CO: CREAM PA        | 06/30/2022 | 361.41    |
| 25378     | B & B DO IT CENTER            | B&B: IRRIGATION PARTS / MEL V     | 06/30/2022 | 764.75    |
| 25380     | CITY OF OXNARD-CITY TREASUR   | CITY OF OXNARD: 2022-5/9 - 27 /R  | 06/30/2022 | 205.05    |
| 25383     | SITEONE LANDSCAPE SUPPLY LI   | SITEONE: SOCKET/TEFLON/PVC C      | 06/30/2022 | 3,494.34  |
| 25384     | STATE DEPT. OF INDUSTRIAL REI | STATE OF CA: YELLOW SLIDE / A     | 06/30/2022 | 657.50    |
| 25387     | THOMPSON BUILDING MATERIAI    | THOMPSON BUILDING: CEMEX /        | 06/30/2022 | 112.15    |
| 25388     | UNITED CONSTRUCTION & LANE    | UNITED CONSTRUCTION & LANE        | 06/30/2022 | 3,189.07  |
| 25391     | WEST COAST ARBORISTS INC.     | WEST COAST ARBORIST: PINE TR      | 06/30/2022 | 5,100.00  |

Total for Department: 04 Parks

172,286.30

Department: 05 Administration

|       |                             |                                    |            |          |
|-------|-----------------------------|------------------------------------|------------|----------|
| 0     | COLUMBIA CAPITAL MANAGEME   | COLUMBIA CAPITAL: BOARD PRI        | 06/16/2022 | 3,982.50 |
| 0     | CULLIGAN OF VENTURA COUNT   | CULLIGAN: 5 GALLON BOTTLED         | 06/02/2022 | 136.00   |
| 0     | SPECTRUM BUSINESS           | SPECTRUM: 2022-3/17 - 4/16; 4/17 - | 06/16/2022 | 51.21    |
| 0     | STREAMLINE                  | STREAMLINE: 2022-JUNE/JULY BI      | 06/16/2022 | 300.00   |
| 0     | WATER & SANITATION SERVICES | W&S: SERVICE PERIOD 2022-4/30 -    | 06/16/2022 | 0.75     |
| 0     | ELAINE L. MAGNER            | MAGNER, E: CSDA CONFERENCE         | 06/16/2022 | 1,003.89 |
| 25315 | ALLCONNECTED, INC.          | ALLCONNECTED: BILLABLE SER         | 06/02/2022 | 90.00    |
| 25328 | ACCU-PRINTS/M&L PARTNERSHII | ACCUPRINTS: 2022-MAY / CLAY/K      | 06/16/2022 | 45.00    |

| Check No.                               | Vendor/Employee              | Transaction Description         | Date       | Amount     |
|---|------------------------------|---------------------------------|------------|------------|
| 25329                                   | ACORN NEWSPAPERS             | ACORN: 2022-2023 FY BUDGET      | 06/16/2022 | 91.00      |
| 25331                                   | ADVANTAGE TELECOM/A+WIREL    | ADVANTAGE TELECOM: 2022 JUN     | 06/16/2022 | 1,490.24   |
| 25333                                   | ALLCONNECTED, INC.           | ALLCONNECTED: 2022 JUNE MON     | 06/16/2022 | 964.00     |
| 25344                                   | CENTERS FOR FAMILY HEALTH    | CENTERS FAMILY HEALTH: 2022--   | 06/16/2022 | 1,880.00   |
| 25345                                   | CITY OF CAMARILLO- CASHIER   | CITY OF CAMARILLO: 2022-1/5 - 4 | 06/16/2022 | 299.42     |
| 25353                                   | J. THAYER COMPANY            | J THAYER: OFFICE SUPPLIES       | 06/16/2022 | 392.73     |
| 25359                                   | COUNTY OF VENTURA PUBLIC W   | PUBLIC WORKS AGENCY: ANNE       | 06/16/2022 | 559.55     |
| 25362                                   | SPECIAL DISTRICT FIN & ADMIN | SDFA: PRELIM ANAYLSIS GO BON    | 06/16/2022 | 1,150.00   |
| 25369                                   | ALLCONNECTED, INC.           | ALLCONNECTED: TECHNICAL SU      | 06/22/2022 | 2,169.34   |
| 25372                                   | PHILIP HAMPTON               | HAMPTON, P: CANCELLED PERM      | 06/22/2022 | 25.00      |
| 25381                                   | KONICA MINOLTA               | KONICA MINOLTA: TONER           | 06/30/2022 | 682.88     |
| 25385                                   | STATE OF CALIFORNIA DEPT. OF | STATE OF CA DOJ: 18 FINGERPRIN  | 06/30/2022 | 576.00     |
| 25386                                   | JEANETTE STIEFF              | STIEFF, J: JACOB STIEFF FINGERI | 06/30/2022 | 55.00      |
| 25389                                   | VENTURA COUNTY SPECIAL DIS   | VCSDA: DINNER MEETING MAGN      | 06/30/2022 | 44.00      |
| 25399                                   | PETTY CASH - PLEASANT VALLE  | PVRPD: PETTY CASH REIMB POS     | 06/29/2022 | 7.00       |
| Total for Department: 05 Administration |                              |                                 |            | 15,995.51  |
| Total for Fund:10 General Fund          |                              |                                 |            | 226,556.21 |

| Check No.                                     | Vendor/Employee           | Transaction Description      | Date       | Amount    |
|---|---------------------------|------------------------------|------------|-----------|
| Fund: 20 Assessment Fund                      |                           |                              |            |           |
| Department: 00 Non Departmentalized           |                           |                              |            |           |
| 25324   | NATURAL GREEN LANDSCAPES, | NATURAL GREEN LANDSCAPE: M   | 06/02/2022 | 15,712.82 |
| 25360   | SCI CONSULTING GROUP      | SCI: ASSESSMENT ADMIN FY 202 | 06/16/2022 | 7,944.00  |
| Total for Department: 00 Non Departmentalized |                           |                              |            | 23,656.82 |
| Total for Fund:20 Assessment Fund             |                           |                              |            | 23,656.82 |

| Check No.                              | Vendor/Employee    | Transaction Description       | Date       | Amount   |
|--|--------------------|-------------------------------|------------|----------|
| Fund: 30 Park Dedication Fund          |                    |                               |            |          |
| Department: 00                         |                    |                               |            |          |
| 25355                                  | MNS ENGINEERS INC. | MNS ENGINEERS: PVREC.220133.0 | 06/16/2022 | 5,465.00 |
| Total for Department: 00               |                    |                               |            | 5,465.00 |
| Total for Fund:30 Park Dedication Fund |                    |                               |            | 5,465.00 |

| Check No.                           | Vendor/Employee             | Transaction Description     | Date       | Amount |
|-------------------------------------|-----------------------------|-----------------------------|------------|--------|
| Fund: 50 CDBG - Food Share          |                             |                             |            |        |
| Department: 00                      |                             |                             |            |        |
| 25399                               | PETTY CASH - PLEASANT VALLE | PVRPD: PETTY CASH REIMB POS | 06/29/2022 | 13.34  |
| Total for Department: 00            |                             |                             |            | 13.34  |
| Total for Fund:50 CDBG - Food Share |                             |                             |            | 13.34  |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount     |
|-----------|-----------------|-------------------------|------|------------|
|           |                 | Grand Total             |      | 255,691.37 |

# CASH REPORT

|                                     | 7/31/2022<br>Balance    | 7/31/2021<br>Balance    |                        |
|-------------------------------------|-------------------------|-------------------------|------------------------|
| <b>Restricted Funds</b>             |                         |                         |                        |
| Debt Service - Restricted           | \$ 140,595.62           | \$ 256,432.07           |                        |
| 457 Pension Trust Restricted        | \$ 75,285.92            | \$ 83,837.02            |                        |
| Quimby Fee - Restricted             | \$ 3,073,942.57         | \$ 396,418.30           |                        |
| Multi-Bank Securities Restricted    | \$ 15,421.14            | \$ -                    |                        |
| Ventura County Pool - Restricted    | \$ 3,057,753.98         | \$ 4,546,106.60         |                        |
| Park Impact Fees                    | \$ 172,359.10           | \$ -                    |                        |
| FCDP Checking                       | \$ 13,846.66            | \$ 13,601.61            |                        |
| <b>Total</b>                        | <b>\$ 6,549,204.99</b>  | <b>\$ 5,296,395.60</b>  |                        |
| <b>Semi-Restricted Funds</b>        |                         |                         |                        |
| Assessment                          | \$ 1,061,023.18         | \$ 1,001,601.24         |                        |
| Capital Improvement                 | \$ 1,120,677.27         | \$ 30,010.02            |                        |
| Capital - Vehicle Replacement       | \$ 49,843.80            | \$ 79,843.80            |                        |
| LAIF - <b>Capital</b>               | \$ 2,025,275.39         | \$ 4,045,795.87         |                        |
| Designated Project                  | \$ 230,484.00           | \$ 16,397.94            |                        |
| Contingency - Dry Period            | \$ 397,337.08           | \$ 361,000.00           |                        |
| Contingency-Compensated Absences    | \$ 75,000.00            | \$ -                    |                        |
| Contingency-Vehicle Replacement     | \$ 30,000.00            | \$ -                    |                        |
| Contingency - Computer              | \$ 20,000.01            | \$ 20,000.00            |                        |
| Contingency - Repair/Oper/Admin     | \$ 300,000.00           | \$ 200,000.00           |                        |
| <b>Total</b>                        | <b>\$ 5,309,640.73</b>  | <b>\$ 5,754,648.87</b>  |                        |
| <b>Unrestricted Funds</b>           |                         |                         |                        |
| Contingency                         | \$ 3,209,486.67         | \$ 12,233.00            |                        |
| LAIF/Cal Trust - <b>Contingency</b> | \$ -                    | \$ 2,320,504.80         |                        |
| General Fund Checking               | \$ 439,596.94           | \$ 185,667.27           |                        |
| <b>Total</b>                        | <b>\$ 3,649,083.61</b>  | <b>\$ 2,518,405.07</b>  |                        |
| <b>Total of all Funds</b>           | <b>\$ 15,507,929.33</b> | <b>\$ 13,569,449.54</b> | <b>\$ 1,938,479.79</b> |

|                                     | 8/10/2022<br>Balance    | 8/31/2021<br>Balance    |                        |
|-------------------------------------|-------------------------|-------------------------|------------------------|
| <b>Restricted Funds</b>             |                         |                         |                        |
| Debt Service - Restricted           | \$ 140,595.62           | \$ 256,440.78           |                        |
| 457 Pension Trust Restricted        | \$ 75,285.92            | \$ 83,839.87            |                        |
| Quimby Fee - Restricted             | \$ 841,959.57           | \$ 396,378.03           |                        |
| Multi-Bank Securities Restricted    | \$ 15,421.14            | \$ -                    |                        |
| Ventura County Pool - Restricted    | \$ 5,631,816.98         | \$ 4,547,919.11         |                        |
| Park Impact Fees                    | \$ 172,359.10           | \$ -                    |                        |
| FCDP Checking                       | \$ 13,601.61            | \$ 13,601.61            |                        |
| <b>Total</b>                        | <b>\$ 6,891,039.94</b>  | <b>\$ 5,298,179.40</b>  |                        |
| <b>Semi-Restricted Funds</b>        |                         |                         |                        |
| Assessment                          | \$ 1,043,451.43         | \$ 922,911.29           |                        |
| Capital Improvement                 | \$ 1,120,677.27         | \$ 30,013.95            |                        |
| Capital - Vehicle Replacement       | \$ 49,843.80            | \$ 79,843.80            |                        |
| Capital - Designated Project        | \$ 230,484.00           | \$ -                    |                        |
| LAIF - <b>Capital</b>               | \$ 2,025,275.39         | \$ 2,582,152.18         |                        |
| Contingency - Dry Period            | \$ 397,337.08           | \$ 361,000.00           |                        |
| Contingency-Compensated Absences    | \$ 75,000.00            | \$ -                    |                        |
| Contingency-Vehicle Replacement     | \$ 30,000.00            | \$ -                    |                        |
| Contingency - Computer              | \$ 20,000.01            | \$ 20,000.00            |                        |
| Contingency - Repair/Oper/Admin     | \$ 300,000.00           | \$ 200,000.00           |                        |
| <b>Total</b>                        | <b>\$ 5,292,068.98</b>  | <b>\$ 4,195,921.22</b>  |                        |
| <b>Unrestricted Funds</b>           |                         |                         |                        |
| Contingency                         | \$ 3,009,486.67         | \$ 12,238.68            |                        |
| LAIF/Cal Trust - <b>Contingency</b> | \$ -                    | \$ 2,322,215.45         |                        |
| General Fund Checking               | \$ 343,030.81           | \$ 338,536.04           |                        |
| <b>Total</b>                        | <b>\$ 3,352,517.48</b>  | <b>\$ 2,672,990.17</b>  |                        |
| <b>Total of all Funds</b>           | <b>\$ 15,535,626.40</b> | <b>\$ 12,167,090.79</b> | <b>\$ 3,368,535.61</b> |



Pleasant Valley Recreation and Park District  
 Finance Report  
 July 2022

|                          | Date               | Amount                 |                               |
|--------------------------|--------------------|------------------------|-------------------------------|
| Accounts Payables:       | 7/31/2022          | \$ 772,043.03          |                               |
|                          | <b>Total</b>       | <b>\$ 772,043.03</b>   |                               |
| Payroll (Total Cost):    | 7/7/2022           | \$ 166,627.20          |                               |
|                          | 7/21/2022          | \$ 167,625.87          |                               |
|                          | <b>Total</b>       | <b>\$ 334,253.07</b>   |                               |
| Outgoing:Online Payments |                    |                        |                               |
|                          | 7/6/2022           | \$ 31,991.67           | PERS Health Insurance Premium |
|                          | 7/7/2022           | \$ 15,911.40           | CALPERS - Ret PR 7/7/2022     |
|                          | 7/7/2022           | \$ 2,581.37            | Guardian                      |
|                          | 7/7/2022           | \$ 521.25              | VSP                           |
|                          | 7/7/2022           | \$ 2,149.78            | Hartford                      |
|                          | 7/19/2022          | \$ 15,568.49           | CALPERS- Ret-PR-7/21/22       |
|                          | <b>Total</b>       | <b>\$ 68,723.96</b>    |                               |
|                          | <b>Grand Total</b> | <b>\$ 1,175,020.06</b> |                               |

| Developer                      | Project |               |  | Quimby Funds           |                        |                         | GL Code Assigned       |         |                |                 |
|--------------------------------|---------|---------------|--|------------------------|------------------------|-------------------------|------------------------|---------|----------------|-----------------|
|                                | No.     | Location      | Description  | Budgeted               | Expended               | Awarded                 |                        | Balance | Committed Date | Allocation Date |
| <b>AMLI</b>                    |         |               |  |                        |                        |                         |                        |         |                |                 |
| Public Hearing 7/5/2018        | 1       | Nancy Bush    | Nancy Bush Picnic Area(s)                              | \$ 45,600.00           | \$ 29,585.62           | \$ 615,709.00           | \$ 615,709.00          |         | 7/31/2019      | 8446            |
| Public Hearing 7/5/2018        | 2       | Valle Lindo   | Valle Lindo RR/Pavillion*                              | \$ 425,000.00          | \$ 364,574.44          | \$ 221,548.94           | \$ 221,548.94          |         | 12/6/2018      | 8444            |
| Public Hearing 7/5/2018        | 3       | Nancy Bush    | Nancy Bush Playground                                  | \$ 250,000.00          | \$ 221,548.94          | \$ -                    | \$ -                   |         | 10/3/2018      | 8445            |
| <b>TOTALS</b>                  |         |               |  | <b>\$ 720,600.00</b>   | <b>\$ 615,709.00</b>   | <b>\$ -</b>             | <b>\$ -</b>            |         |                |                 |
| <b>FAIRFIELD LLC</b>           |         |               |  |                        |                        |                         |                        |         |                |                 |
| Public Hearing 11/7/2018       | 1       | Freedom       | Freedom Baseball Fields- Non- Contract Cost            | \$ 504,121.78          | \$ -                   | \$ 2,250,489.70         | \$ 2,250,489.70        |         | 1/31/2020      | 8459            |
|                                | 2       | Freedom       | Freedom Baseball Fields- Contract Cost                 | \$ 411,628.87          | \$ -                   | \$ 1,746,367.92         | \$ 1,746,367.92        |         | 11/7/2018      |                 |
| Public Hearing 7/3/19          | 3       | PVAC          | PVAC Restrooms and Showers                             | \$ 500,000.00          | \$ 646,859.60          | \$ -                    | \$ 687,879.45          |         |                | 8469            |
| Mid-Year Budget Adj. 2/5/2020  | 4       | PV Fields     | Fertilizer Injector System                             | \$ 60,000.00           | \$ 50,788.90           | \$ -                    | \$ 637,090.55          |         |                | 8478            |
|                                | 5       |               | Senior and Community Rec Fac Project                   | \$ -                   | \$ -                   | \$ -                    | \$ 637,090.55          |         |                |                 |
|                                | 6       |               | Senior and Community Rec Fac Exterior Proj             | \$ -                   | \$ -                   | \$ -                    | \$ 637,090.55          |         |                |                 |
|                                | 7       |               | Community Center Kitchen Expansion                     | \$ 250,000.00          | \$ 280,649.20          | \$ -                    | \$ 356,441.35          |         |                | 8480            |
|                                | 8       |               | Community Center Classroom and Auditorium Enhancements |                        |                        |                         |                        |         |                |                 |
|                                | 9       |               | Freedom Park Parking Lot Enhancement                   |                        |                        |                         |                        |         |                |                 |
|                                | 10      |               | Freedom Park Landscape and Walking Path                |                        |                        |                         |                        |         |                |                 |
|                                | 11      |               | Camarillo Grove Nature Center                          |                        |                        |                         |                        |         |                |                 |
| <b>TOTALS</b>                  |         |               |  | <b>\$ 1,910,000.00</b> | <b>\$ 1,894,048.35</b> | <b>\$ -</b>             | <b>\$ 356,441.35</b>   |         |                |                 |
| <b>ELACORA MISSION OAKS</b>    |         |               |  |                        |                        |                         |                        |         |                |                 |
| Budget Allocation 11/5/2020    | 1       | Encanto       | PG Equipment Installation                              | \$ 189,887.74          | \$ -                   | \$ 2,649,209.00         | \$ 2,649,209.00        |         | 8/8/2021       |                 |
|                                | 2       | Arnell Reh Pk | Arnell Ranch Park Renovation                           | \$ 1,500,000.00        | \$ 1,479,102.48        | \$ -                    | \$ 2,459,321.26        |         | 11/3/2016      | 8464            |
|                                | 3       |               | Pickleball   | \$ 1,400,000.00        | \$ 16,155.81           | \$ -                    | \$ 980,218.78          |         | 11/5/2020      | 8493            |
|                                | 4       |               | Camarillo Nature Center                                | \$ 300,000.00          | \$ -                   | \$ -                    | \$ 964,062.97          |         |                |                 |
|                                | 5       |               | Freedom Park Landscape and Walking Path                | \$ -                   | \$ -                   | \$ -                    | \$ 964,062.97          |         |                |                 |
|                                |         |               | Freedom Baseball Fields                                | \$ -                   | \$ -                   | \$ -                    | \$ 964,062.97          |         |                |                 |
| <b>TOTALS</b>                  |         |               |  | <b>\$ 3,200,000.00</b> | <b>\$ 1,685,146.03</b> | <b>\$ -</b>             | <b>\$ 964,062.97</b>   |         |                |                 |
| <b>KB HOMES</b>                |         |               |  |                        |                        |                         |                        |         |                |                 |
| Public Hearing 7/5/2018        | 1       | Valle Lindo   | Valle Lindo RR/Pavillion*                              | \$ 425,000.00          | \$ 32,368.30           | \$ 474,353.00           | \$ 474,353.00          |         | 8/10/2021      | 8444            |
| Public Hearing 7/5/2018        | 2       | Mel Vincent   | Mel Vincent Park Restrooms                             | \$ 139,500.00          | \$ 166,253.78          | \$ -                    | \$ 441,984.70          |         |                | 8460            |
| Public Hearing 7/5/2018        | 3       | Nancy Bush    | Nancy Bush Pavillion                                   | \$ 65,000.00           | \$ 31,537.74           | \$ -                    | \$ 275,730.92          |         |                | 8447            |
|                                | 4       |               | Community Center Classroom and Auditorium Enhancements | \$ -                   | \$ -                   | \$ -                    | \$ 244,193.18          |         |                |                 |
|                                | 5       |               | Dos Caminos Expansion and ADA                          | \$ -                   | \$ -                   | \$ -                    | \$ 244,193.18          |         |                |                 |
| <b>TOTALS</b>                  |         |               |  | <b>\$ 629,500.00</b>   | <b>\$ 230,159.82</b>   | <b>\$ -</b>             | <b>\$ 244,193.18</b>   |         |                |                 |
| <b>CRESTVIEW</b>               |         |               |  |                        |                        |                         |                        |         |                |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ 21,612.25            | \$ 21,612.25           |         | 6/7/2023       |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ -                    | \$ 21,612.25           |         |                |                 |
| <b>ALDERSGATE CONSTRUCTION</b> |         |               |  |                        |                        |                         |                        |         |                |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ -                    | \$ -                   |         | 6/27/2023      |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ -                    | \$ -                   |         | 1/9/2024       |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ -                    | \$ -                   |         | 9/12/2024      |                 |
| <b>HABITAT FOR HUMANITY</b>    |         |               |  |                        |                        |                         |                        |         |                |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ 35,242.00            | \$ 35,242.00           |         | 3/6/2024       |                 |
| <b>SHEA HOMES</b>              |         |               |  |                        |                        |                         |                        |         |                |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ 1,264,500.00         | \$ 1,264,500.00        |         | 11/21/2024     |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ 1,264,500.00         | \$ 1,264,500.00        |         |                |                 |
| <b>Williams Homes</b>          |         |               |  |                        |                        |                         |                        |         |                |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ 2,840,447.45         | \$ 2,840,447.45        |         | 7/29/2027      |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ -                    | \$ 2,840,447.45        |         |                |                 |
| <b>Somis Ranch</b>             |         |               |  |                        |                        |                         |                        |         |                |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ 347,625.00           | \$ 347,625.00          |         | 8/5/2027       |                 |
|                                |         |               |  | \$ -                   | \$ -                   | \$ -                    | \$ 347,625.00          |         |                |                 |
| <b>Grand Total</b>             |         |               |  | <b>\$ 6,460,100.00</b> | <b>\$ 4,425,063.20</b> | <b>\$ 10,499,187.40</b> | <b>\$ 6,074,124.20</b> |         |                |                 |

### Ventura County Pool

| Investment Name            | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Ventura County Pool</b> | 0.50%  | 0.41%  | 0.38%  | 0.36%  | 0.36%  | 0.33%  | 0.31%  | 0.32%  | 0.31%  |
|                            |        |        |        |        |        |        |        |        |        |
|                            | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 |
| <b>Ventura County Pool</b> | 0.30%  | 0.31%  | 0.33%  | 0.38%  | 0.41%  | 0.56%  | 0.67%  | 0.87%  | 1.31%  |

- Rates are determined at the end of the month

### Local Agency Investment Fund (LAIF)

| Investment Name                            | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Local Agency Investment Fund (LAIF)</b> | 0.41%  | 0.36%  | 0.34%  | 0.32%  | 0.26%  | 0.33%  | 0.22%  | 0.21%  | 0.20%  |
|  |        |        |        |        |        |        |        |        |        |
|  | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 |
| <b>Local Agency Investment Fund (LAIF)</b> | 0.20%  | 0.21%  | 0.23%  | 0.28%  | 0.37%  | 0.52%  | 0.68%  | 0.86%  | 1.09%  |

### Pacific Western Bank

| Investment Name             | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Pacific Western Bank</b> | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  |
|                             |        |        |        |        |        |        |        |        |        |
|                             | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 |
| <b>Pacific Western Bank</b> | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  | 0.04%  |

# Bank Reconciliation

## Board Audit

User: cwebster  
 Printed: 08/03/2022 - 1:52PM  
 Date Range: 07/01/2022 - 07/31/2022  
 Systems: 'AP'



| Check No.                                     | Vendor/Employee             | Transaction Description          | Date       | Amount    |
|---|-----------------------------|----------------------------------|------------|-----------|
| Fund: 10 General Fund                         |                             |                                  |            |           |
| Department: 00 Non Departmentalized           |                             |                                  |            |           |
| 0   | US BANK                     | US BANK: CAL CARD 2022-6/22 ST   | 07/06/2022 | 857.03    |
| 25408   | ANA MARIA BLATTEL           | BLATTEL: PERMIT# 1089 / 15652    | 07/14/2022 | 300.00    |
| 25410   | LAURA CHAMAA                | CHAMAA, L: DEPOSIT REF PERMI     | 07/14/2022 | 50.00     |
| 25411   | CHANNEL ISLANDS SOCIAL SERV | CHANNEL ISLANDS SOCIAL SERV      | 07/14/2022 | 200.00    |
| 25420   | MONIQUE GARCIA              | GARCIA, M: DEP REFUND PERMI      | 07/14/2022 | 50.00     |
| 25438   | APRIL QUINONES              | QUINONES, A: DEP REFUND PERM     | 07/14/2022 | 50.00     |
| 25446   | VINCENT WEYANT              | WEYANT, V: RENTAL DEP REFUN      | 07/14/2022 | 50.00     |
| 25450   | CAPRI                       | CAPRI: 1ST QTR CONTRIB/WORK      | 07/14/2022 | 55,126.75 |
| 25451   | ANDREW CARELLOS             | CARELLOS, A: 2022 SUMMER SER     | 07/14/2022 | 2,000.00  |
| 25454   | GOOSETOWN PRODUCTIONS INC   | GOOSETOWN: 2022-7/16 SUMMER      | 07/14/2022 | 5,500.00  |
| 25486   | BILLY MICHAEL BLAIR         | BLAIR, B: TWISTED GYPSY 8/6/20   | 07/28/2022 | 2,500.00  |
| 25489   | CATALYST FAMILY INC.        | CATALYST FAMILY: RENTAL DEP      | 07/28/2022 | 1,500.00  |
| 25494   | GOOSETOWN PRODUCTIONS INC   | GOOSETOWN: 8/6/2022 SUMMER (     | 07/28/2022 | 5,500.00  |
| 25500   | RODOLFO SANTELLANO          | SANTELLANO, R: RENTAL DEP RI     | 07/28/2022 | 174.00    |
| 25502   | ST DEMETRIOS GREEK ORTHODC  | ST DEMETRIOS GREEK CHURCH:       | 07/28/2022 | 600.00    |
| 25504   | TAMMY TORREZ                | TORREZ, T: RENTAL DEP REFUND     | 07/28/2022 | 300.00    |
| Total for Department: 00 Non Departmentalized |                             |                                  |            | 74,757.78 |
| Department: 03 Recreation                     |                             |                                  |            |           |
| 0   | US BANK                     | US BANK: CAL CARD 2022-6/22 ST   | 07/06/2022 | 4,353.38  |
| 0   | ANN M. WRIGHT               | WRIGHT,A: 2022-6/18 - 25 DIVING  | 07/14/2022 | 138.45    |
| 0   | CAMILLE TORGESON            | TORGESON, C: 2022-6/22 - 7/8 CLA | 07/14/2022 | 302.25    |
| 0   | DEBRA GREENWOOD             | GREENWOOD, D: 2022-6/27 - 7/8 C  | 07/14/2022 | 302.25    |
| 0   | DEBRA GREENWOOD             | GREENWOOD, D: 2022-7/11 -21 CL   | 07/28/2022 | 687.05    |
| 0   | GARY RUBENSTEIN             | RUBENSTEIN, G: 6 PARTIPANTS IN   | 07/28/2022 | 117.00    |
| 0   | JULIA NORSTRAND             | NORSTRAND, J: 2022 JUNE CLASS    | 07/14/2022 | 165.75    |
| 0   | KATIE SHINDEN               | SHINDEN,K: KINDERMUSIK 2022-     | 07/14/2022 | 1,544.40  |
| 0   | MELANIE BURKE               | BURKE, M: BEG FONDANT CLASS      | 07/14/2022 | 390.00    |
| 0   | PATRICIA J. BOLLAND         | BOLLAND,P: 10-5-1 DAY PASSES     | 07/14/2022 | 923.00    |
| 25401   | FLORENTINA WILLIAMSON       | WILLIAMSON, F: PAY PERIOD 202    | 07/08/2022 | 1,452.85  |
| 25406   | AMERICAN RED CROSS          | AMERICAN RED CROSS: TRUEBL       | 07/14/2022 | 620.00    |
| 25412   | CITY OF CAMARILLO           | CITY OF CAMARILLO: CAMARILI      | 07/14/2022 | 250.00    |
| 25415   | THOMAS COSTA                | COSTA, T: PICKLEBALL CLASSES     | 07/14/2022 | 1,275.30  |
| 25419   | DURHAM SCHOOL SERVICES      | DURHAM SCHOOL SERVICES: 20:      | 07/14/2022 | 795.20    |
| 25421   | BRENDAN GARRETT             | GARRETT, B: BGBA CLASS           | 07/14/2022 | 4,332.25  |
| 25422   | DANIEL E. HOWARD            | HOWARD, D: JUJITSU KIDS/ADUL     | 07/14/2022 | 650.00    |
| 25423   | J. THAYER COMPANY           | J THAYER: OFFICE CHAIRS . LLR    | 07/14/2022 | 2,211.63  |
| 25428   | BRYAN MONKA                 | MONKA, B: SUMMER SOCCER 20:      | 07/14/2022 | 2,527.20  |
| 25429   | JENNIFER MORAGA             | MORAGA, J: SCUBA / SNORKEL / I   | 07/14/2022 | 198.25    |
| 25433   | PARKER ANDERSON ENRICHMEN   | PARKER ANDERSON ENRICHMEN        | 07/14/2022 | 2,587.00  |
| 25436   | PLAY-WELL TEKNOLOGIES       | PLAYWELL TEKNOLOGIES: MINE       | 07/14/2022 | 2,854.80  |
| 25439   | BRIANA RAMOS                | RAMOS, B: MILEAGE REIMB 2022     | 07/14/2022 | 30.00     |
| 25440   | BRIAN SMALLWOOD             | SMALLWOOD, B: 2021-11/30 - 2022  | 07/14/2022 | 942.50    |
| 25441   | THE FINISH LINE             | THE FINISH LINE: TWILL CAP       | 07/14/2022 | 513.94    |
| 25447   | YOUTH EVOLUTION ACTIVITIES  | YOUTH EVOLUTION: CAMP LEVE       | 07/14/2022 | 988.65    |
| 25452   | CITY OF CAMARILLO           | CITY OF CAMARILLO: MOVIES IN     | 07/14/2022 | 250.00    |
| 25459   | USPS BULK MAILING           | USPS: 2022-SEP- DEC ACTIVITY G   | 07/14/2022 | 5,523.31  |
| 25462   | PAUL X PATTERSON            | PATTERSON,P: PAY PERIOD 7/2 7/   | 07/21/2022 | 34.93     |

| Check No.                           | Vendor/Employee               | Transaction Description           | Date       | Amount    |
|-------------------------------------|-------------------------------|-----------------------------------|------------|-----------|
| 25463                               | ALL GOOD DRIVING SCHOOL, INC  | ALLGOOD DRIVING SCHOOL: 202       | 07/28/2022 | 60.20     |
| 25474                               | BRYAN MONKA                   | MONKA, B: 2022 JUNE CLASSES       | 07/28/2022 | 740.35    |
| 25482                               | AMERICAN RED CROSS            | AMERICAN RED CROSS: FIRST AI      | 07/28/2022 | 735.00    |
| 25492                               | DURHAM SCHOOL SERVICES        | DURHAM SCHOOL SERV ICES: 7/       | 07/28/2022 | 2,258.35  |
| 25495                               | DANIEL E. HOWARD              | HOWARD,D: JU JITSU JULY 2022 C    | 07/28/2022 | 494.00    |
| 25498                               | BRYAN MONKA                   | MONKA,B: 2022 JULY CLASSES        | 07/28/2022 | 1,655.55  |
| Total for Department: 03 Recreation |                               |                                   |            | 42,904.79 |
| Department: 04 Parks                |                               |                                   |            |           |
| 0                                   | CITY OF CAMARILLO             | CITY OF CAMARILLO: BILLING P      | 07/08/2022 | 64,901.59 |
| 0                                   | CULLIGAN OF VENTURA COUNT     | CULLIGAN: DELIVERY 2022-5/4 &     | 07/13/2022 | 45.70     |
| 0                                   | FERGUSON ENTERPRISES INC. #1  | FERGUSON: CMPNST NON AEROS        | 07/28/2022 | 74.34     |
| 0                                   | LINCOLN AQUATICS              | LINCOLN AQUATICS; LIQUID CHI      | 07/13/2022 | 796.48    |
| 0                                   | SOCAL GAS COMPANY             | SCG: BILLING PERIOD 2022-6/1 - 6  | 07/13/2022 | 3,616.70  |
| 0                                   | SOUTHERN CALIF EDISON COMP    | SCE: BILL PERIOD 2022-5/31 - 6/28 | 07/13/2022 | 16,102.38 |
| 0                                   | SOUTHERN CALIF EDISON COMP    | SCE: SVC DATE 2022-6/15 - 7/14 /Q | 07/25/2022 | 8,663.87  |
| 0                                   | SPRINT                        | SPRINT: BILL PERIOD 2022-6/12 - 7 | 07/26/2022 | 255.93    |
| 0                                   | UNITED SITE SERVICES OF CA IN | UNITED SITE: ADA RESTROOM / S     | 07/13/2022 | 197.46    |
| 0                                   | UNITED SITE SERVICES OF CA IN | UNITED SITE: ADA & STD RR / CA    | 07/26/2022 | 712.48    |
| 0                                   | US BANK                       | US BANK: CAL CARD 2022-6/22 ST    | 07/06/2022 | 7,613.84  |
| 0                                   | WATER & SANITATION SERVICES   | W&S: SERVICE PERIOD 2022-5/31 -   | 07/13/2022 | 446.90    |
| 0                                   | WEX BANK                      | WEX: FUEL PURCHASES 2022-6/30     | 07/13/2022 | 6,527.11  |
| 0                                   | ADAM WHEAT                    | WHEAT,A: BOOTS REIMB              | 07/14/2022 | 177.79    |
| 0                                   | JAMES CASTANEDA               | CASTANEDA, J: PANTS REIMB         | 07/14/2022 | 268.89    |
| 0                                   | JOSEPH KEY                    | KEY, J: REIMB BOOTS               | 07/28/2022 | 400.00    |
| 0                                   | MATTHEW HERNANDEZ             | HERNANDEZ, M: JEANS REIMB         | 07/14/2022 | 398.53    |
| 0                                   | MICHAEL P. CRUZ               | CRUZ, M: REIMB PANTS              | 07/28/2022 | 400.00    |
| 0                                   | NICK MARIENTHAL               | MARIENTHAL, N: BOOTS REIMB        | 07/14/2022 | 400.00    |
| 25403                               | AGRX                          | AGRX: GOPHER TRAPS/ FREEDOM       | 07/14/2022 | 85.82     |
| 25405                               | ALL PHASE ELECTRIC SUPPLY CC  | ALL PHASE: LAMP HOLDER / COM      | 07/14/2022 | 137.11    |
| 25407                               | B & B DO IT CENTER            | B&B: GRAFFITI REMOVAL / LOKK      | 07/14/2022 | 800.07    |
| 25414                               | COASTAL PIPCO IRRIGATION INC  | COASTAL PIPCO: DRAIN/VALVE/P      | 07/14/2022 | 212.20    |
| 25416                               | COUNTY OF VENTURA             | COUNTY OF VENTURA: REPORT :       | 07/14/2022 | 50.00     |
| 25417                               | CRESTVIEW MUTUAL WATER CO.    | CRESTVIEW MUTUAL WATER CO         | 07/14/2022 | 58.08     |
| 25418                               | DIAL SECURITY                 | DIAL SECURITY: CONTRACT TOR       | 07/14/2022 | 362.50    |
| 25423                               | J. THAYER COMPANY             | J THAYER: OFFICE CHAIRS . LLR     | 07/14/2022 | 947.85    |
| 25424                               | KASTLE KARE                   | KASTLE KARE: GOPHER JUNE MO       | 07/14/2022 | 600.00    |
| 25430                               | NAPA AUTO PARTS               | NAPA AUTO PARTS FUEL PUMP         | 07/14/2022 | 2,644.27  |
| 25432                               | PACIFIC SOD                   | PACIFIC SOD: MEDALLION / ARN      | 07/14/2022 | 74.00     |
| 25434                               | PERFORMANCE NURSERY           | PERFORMANCE NURSERY: PLAN         | 07/14/2022 | 2,849.10  |
| 25435                               | PHOENIX GROUP INFORMATION :   | PHOENIX GROUP: PCSC MONTH 2       | 07/14/2022 | 180.83    |
| 25442                               | THOMPSON BUILDING MATERIAL    | THOMPSON BUILDING: STEEL ST       | 07/14/2022 | 100.09    |
| 25444                               | VISTA FORD OF OXNARD          | VISTA FORD: ACCT # 4139 /RANGI    | 07/14/2022 | 267.47    |
| 25445                               | WEST COAST ARBORISTS INC.     | WCA: BURM / MISSION OAKS PAF      | 07/14/2022 | 544.50    |
| 25453                               | COUNTY OF VENTURA             | COUNTY OF VENTURA: AQUATIC        | 07/14/2022 | 619.70    |
| 25457                               | PHILLIP RAMIREZ               | RAMIREZ, P: HTN CHARGER RAN       | 07/14/2022 | 31.09     |
| 25458                               | S&J ENVIRONMENTAL TESTING     | S&j ENVIRONMENTAL TESTING: .      | 07/14/2022 | 945.00    |
| 25465                               | AMERICAN RESOURCE RECVY       | AMERICAN RESOURCE RECVY: 2        | 07/28/2022 | 947.39    |
| 25466                               | CAMARILLO LAWNMOWER           | CAMARILLO LAWNMOWER: WEE          | 07/28/2022 | 733.21    |
| 25467                               | CAMROSA WATER DISTRICT        | CAMROSA WATER DISTRICT: SVC       | 07/28/2022 | 10,920.45 |
| 25469                               | COASTAL PIPCO IRRIGATION INC  | COASTAL PIPCO: BRASS NIPPLE /     | 07/28/2022 | 368.24    |
| 25470                               | COUNTY OF VENTURA             | VENTURA COUNTY TREASURER:         | 07/28/2022 | 37.50     |
| 25471                               | DIAL SECURITY                 | DIAL SECURITY: 2022-6/25 SANTE    | 07/28/2022 | 790.25    |
| 25475                               | PHOENIX GROUP INFORMATION :   | PHOENIX GROUP: 2022 MAY           | 07/28/2022 | 341.48    |
| 25476                               | SITEONE LANDSCAPE SUPPLY LL   | SITEONE: VALVE CONTROL / PUL      | 07/28/2022 | 919.95    |
| 25478                               | SUNBELT RENTALS INC.          | SUNBELT RENTALS: RIDE ON TRI      | 07/28/2022 | 847.49    |
| 25483                               | ASTRA INDUSTRIAL SERVICES IN  | ASTRA INDUSTRIAL: VALVE LEA       | 07/28/2022 | 3,038.82  |
| 25484                               | B & B DO IT CENTER            | B&B: SPRAY PAINT/TRAY LINER/      | 07/28/2022 | 1,541.31  |
| 25485                               | BIGBRAND TIRE & SERVICE       | BIG BRAND TIRE: TIRES/ TRUCK :    | 07/28/2022 | 696.12    |
| 25491                               | COUNTY OF VENTURA             | COUNTY OF VENTURA: FREEDOM        | 07/28/2022 | 386.10    |
| 25493                               | FENCE FACTORY RENTALS         | FENCE FACTORY: FENCING FOR I      | 07/28/2022 | 2,695.54  |
| 25499                               | NAPA AUTO PARTS               | NAPA AUTO: VAC BELT               | 07/28/2022 | 983.10    |

| Check No.                               | Vendor/Employee              | Transaction Description         | Date       | Amount     |
|---|------------------------------|---------------------------------|------------|------------|
| 25501                                   | SITEONE LANDSCAPE SUPPLY LL  | SITEONE: VALVE / RISER/ VALLE   | 07/28/2022 | 1,464.02   |
| 25503                                   | STOVER SEED COMPANY          | STOVER SEED CO: OUTFIELD SEI    | 07/28/2022 | 1,902.30   |
| Total for Department: 04 Parks          |                              |                                 |            | 152,122.94 |
| Department: 05 Administration           |                              |                                 |            |            |
| 0                                       | ALESHIRE & WYNDER LLP        | ALESHIRE & WYNDER: BILLING 1    | 07/28/2022 | 5,201.03   |
| 0                                       | CULLIGAN OF VENTURA COUNT    | CULLIGAN: DELIVERY 2022-6/2; 6  | 07/13/2022 | 44.00      |
| 0                                       | GAMETIME                     | GAMETIME: POURED IN PLACE       | 07/14/2022 | 98,888.40  |
| 0                                       | QUADIENT LEASING USA, INC.   | QUADIENT LEASING: BILLING PE    | 07/13/2022 | 261.41     |
| 0                                       | SPRINGBROOK HOLDING CO LLC   | SPRINGBROOK: PAYROLL & FINA     | 07/14/2022 | 8,761.57   |
| 0                                       | STREAMLINE                   | STREAMLINE: BILLING PERIOD 2    | 07/14/2022 | 300.00     |
| 0                                       | US BANK                      | US BANK: CAL CARD 2022-6/22 SI  | 07/06/2022 | 1,779.73   |
| 0                                       | WATER & SANITATION SERVICES  | W&S: SERVICE PERIOD 2022-5/31   | 07/13/2022 | 0.75       |
| 25402                                   | ACCU-PRINTS/M&L PARTNERSHII  | ACCU-PRNITS: 2022-JUNE / CONF   | 07/14/2022 | 15.00      |
| 25404                                   | ALLCONNECTED, INC.           | ALLCONNECTED: JUNE 2022 MON     | 07/14/2022 | 210.00     |
| 25413                                   | CLEARSOURCE FINANCIAL CONS   | CLEARSOURCE: USER FEES & CO     | 07/14/2022 | 11,250.00  |
| 25423                                   | J. THAYER COMPANY            | J THAYER: OFFICE CHAIRS . LLR&  | 07/14/2022 | 2,211.63   |
| 25425                                   | KONICA MINOLTA               | KONICA MINOLTA: SERVICE ROL     | 07/14/2022 | 1,246.79   |
| 25437                                   | PUBLIC RESTROOM COMPANY      | PUBLIC RESTROOM: PROGRESS I     | 07/14/2022 | 44,648.00  |
| 25448                                   | ADVANTAGE TELECOM/A+WIREL    | ADVANTAGE TELECOM: JULY 202     | 07/14/2022 | 1,504.16   |
| 25449                                   | ALLCONNECTED, INC.           | ALLCONNECTED: 3 YEAR HPE LI     | 07/14/2022 | 938.00     |
| 25455                                   | LAFCO                        | LAFCO: SPECIAL DISTRICT APPO    | 07/14/2022 | 7,345.00   |
| 25456                                   | PRODUCTIVE PARKS LLC         | PRODUCTIVE PARKS LLC: ANNU      | 07/14/2022 | 4,834.00   |
| 25460                                   | VENTURA COUNTY SPECIAL DISI  | VCSDA: 2022-2023 DUES           | 07/14/2022 | 150.00     |
| 25464                                   | ALLCONNECTED, INC.           | ALLCONNECTED: J DRIVE ACCES     | 07/28/2022 | 352.25     |
| 25468                                   | CENTERS FOR FAMILY HEALTH    | CENTERS FOR FAMILY HEALTH: I    | 07/28/2022 | 2,760.00   |
| 25472                                   | DISABILITY ACCESS CONSULTAN  | DAC: 2022-JUNE /PUBLIC INPUT C  | 07/28/2022 | 3,080.00   |
| 25473                                   | J. THAYER COMPANY            | J. THAYER: FILE BOX             | 07/28/2022 | 37.54      |
| 25477                                   | STATE OF CALIFORNIA DEPT. OF | STATE OF CAL DEPT JUSTICE: 32 1 | 07/28/2022 | 544.00     |
| 25479                                   | CODY SWANSON                 | SWANSON, C: BIRDS OF SUMMER     | 07/28/2022 | 62.50      |
| 25481                                   | ALLCONNECTED, INC.           | ALLCONNECTED: JULY 2022 MON     | 07/28/2022 | 1,174.00   |
| 25487                                   | CAPRI                        | CAPRI: PROPERTY & LIAB COVEF    | 07/28/2022 | 144,889.00 |
| 25488                                   | CARPD                        | CARPD: MEMBERSHIP DUES 7/1/2    | 07/28/2022 | 3,500.00   |
| 25496                                   | J. THAYER COMPANY            | J THAYER: OFFICE SUPPLIES       | 07/28/2022 | 185.31     |
| 25497                                   | PAUL LERMA                   | LERMA, P: 7/16/2022 HIKE        | 07/28/2022 | 62.50      |
| Total for Department: 05 Administration |                              |                                 |            | 346,236.57 |
| Total for Fund:10 General Fund          |                              |                                 |            | 616,022.08 |

| Check No.                                     | Vendor/Employee             | Transaction Description     | Date       | Amount    |
|---|-----------------------------|-----------------------------|------------|-----------|
| Fund: 20 Assessment Fund                      |                             |                             |            |           |
| Department: 00 Non Departmentalized           |                             |                             |            |           |
| 25409   | BRIGHTVIEW LANDSCAPE SERVI  | BRIGHTVIEW: 2022 MAY LANDSC | 07/14/2022 | 53,271.16 |
| 25431   | NATURAL GREEN LANDSCAPES, I | NATURAL GREEN LANDSCAPE: L  | 07/14/2022 | 15,712.82 |
| 25445   | WEST COAST ARBORISTS INC.   | WCA: REMOVAL / CAM GROVE P/ | 07/14/2022 | 7,725.00  |
| Total for Department: 00 Non Departmentalized |                             |                             |            | 76,708.98 |
| Total for Fund:20 Assessment Fund             |                             |                             |            | 76,708.98 |

| Check No.                              | Vendor/Employee             | Transaction Description          | Date       | Amount    |
|--|-----------------------------|----------------------------------|------------|-----------|
| Fund: 30 Park Dedication Fund          |                             |                                  |            |           |
| Department: 00                         |                             |                                  |            |           |
| 25426                                  | LAUTERBACH & ASSOCIATES, IN | LAUTERBACH & ASSOC: SERVICI      | 07/14/2022 | 362.41    |
| 25427                                  | MNS ENGINEERS INC.          | MNS ENGINEERS: 2022 5/1 - 5/31 B | 07/14/2022 | 5,465.00  |
| 25443                                  | UNITED CONSTRUCTION & LANE  | UNITED CONSTRUCTION & LANI       | 07/14/2022 | 72,557.56 |
| 25480                                  | WITHERS & SANDGREN, LTD.    | WITHERS & SANDGREN: 2022-1/1     | 07/28/2022 | 927.00    |
|  |                             |                                  |            | 79,311.97 |
| Total for Department: 00               |                             |                                  |            | 79,311.97 |
|  |                             |                                  |            | 79,311.97 |
| Total for Fund:30 Park Dedication Fund |                             |                                  |            | 79,311.97 |



| Check No. | Vendor/Employee | Transaction Description | Date | Amount     |
|-----------|-----------------|-------------------------|------|------------|
|           |                 | Grand Total             |      | 772,043.03 |

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: September 7, 2022**

**SUBJECT: FINANCE REPORT JUNE 2022**

**RECOMMENDATION**

It is recommended the Board review and approve the **PRELIMINARY/UNAUDITED** Financial Statements for June 30, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH JUNE 30, 2022**

The District's **PRELIMINARY/UNAUDITED** Statements of Revenues and Expenditures for the period of July 1, 2021 through June 30, 2022 with a year-to-date comparison for the period of July 1, 2020 through June 30, 2021 are attached. The percentage rate used for the 2021-2022 fiscal year budget is 100% for Period 12 of the fiscal year.

**REVENUES**

Total **PRELIMINARY/UNAUDITED** revenue for the 12<sup>th</sup> month ending June 30, 2022 for Fund 10 (General Fund) has an overall increase of \$603,374.47 in comparison to fiscal year 2020-2021. The variance from prior year includes an 1) increase in Property Tax Apportionments of \$43,239.40, 2) increase in Contract Classes-Public Fees of \$120,031.97, 3) increase in Rentals of \$170,465.52, and 4) increase in Other Misc Revenue of \$298,959.02. These increases are due primarily to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. Additionally, there was \$230,484 in COVID-19 assistance funding included in the Other Misc Revenue increase.

Total **PRELIMINARY/UNAUDITED** revenue for the 12<sup>th</sup> month ending June 30, 2022 for Fund 20 (Assessment District) is at 99.67% of budget, with a year to date revenue of \$1,205,854.00.

Total **PRELIMINARY/UNAUDITED** revenue for Fund 30, the Park Dedication/Quimby Fund, received \$8,242.23 in Interest Earnings for the year.

Total **PRELIMINARY/UNAUDITED** revenue for Fund 40, the Park Impact Fees Fund, received \$172,347.20 in Park Impact Fees from developments not subject to Quimby fees. The fund also received \$11.90 in interest.

Total **PRELIMINARY/UNAUDITED** revenue for Fund 50, the Community Development Block Grant (CDBG) Food Share fund, received \$20,671.50 from reimbursement claims for the Food Share program offered on Fridays at the Burnley Street location.

### **EXPENDITURES**

**PRELIMINARY/UNAUDITED** Fund 10 Personnel Expenditures have increased by \$241,676.59 for fiscal year 2021-2022 in comparison to personnel expenses for the same time last year. The variance is made up of multiple line items throughout personnel, mainly Part-Time Salaries. This is due to the increase in services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

**PRELIMINARY/UNAUDITED** Fund 10 Service and Supply Expenditures have increased by \$574,922.10 in comparison to the same period last year. This increase in expenditures is primarily due to the following items: 1) increase in Instructor Services of \$91,985.58, 2) increase in Reserve Buckets of \$211,645, 3) increase in Professional Services of \$67,340.50, and 4) increase in Utilities – Electric of \$63,600.44. These items have increased due to the growth in services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

**PRELIMINARY/UNAUDITED** Fund 10 Capital Expenditures have increased by \$700,037.08 in comparison to the same period last year. This increase is primarily attributed to the Arneill Ranch Park project, which had expenses of \$505,182.34 this year. These spent funds will be reimbursed from the Prop 68 Grant.

**PRELIMINARY/UNAUDITED** Fund 20 is at 104.28% in Personnel and 99.41% in Service and Supplies. Total spending was 99.54% of budget.

**PRELIMINARY/UNAUDITED** Fund 30 has no Personnel Expenses for the fiscal year 2021-2022 and Services and Supplies expenses consist of \$36.00.

The Capital projects finished at 52.75% of budget for Fund 10 on June 30, 2022. The percentage is low for Capital as of June 30, 2022, due to the delay in the Pickleball Sports Complex project. There was \$1,400,000 budgeted and only \$17,480.81 spent. The Pickleball Sports Complex project will be worked on in Fiscal Year 2022-2023.

**PRELIMINARY/UNAUDITED** Fund 40 has no Expenses for the fiscal year 2021-2022.

**PRELIMINARY/UNAUDITED** Fund 50 has Expenses of \$26,338.64 for the fiscal year 2021-2022. These expenses will be reimbursed from the CDBG Food Share grant.

### **FISCAL IMPACT**

Overall, the **PRELIMINARY/UNAUDITED** financials show the District is under the approved budget for Fund 10 by 8.23%, Fund 20 by 0.46%, Fund 30 by 47.25%, and Fund 50 by 48.53%. Fund 40 had no budget and no expenses.

## **RECOMMENDATION**

It is recommended the Board review and approve the **PRELIMINARY/UNAUDITED** Financial Statements for June 30, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

## **ATTACHMENTS**

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

**General Ledger  
Fund 10 General Fund  
June 2022 100%**

| Description                   | Account   | Period Amount        | One Year Prior Actual  | Year to Date           | Budget                 | Budget Remaining       | % of Budget Used |
|-------------------------------|-----------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------|
| Tax Apportionments            | 5110-5240 | \$ (6,686.90)        | \$ (7,367,152.39)      | \$ (7,410,391.79)      | \$ (7,301,920.00)      | \$ 108,471.79          | 101.49%          |
| Interest Earnings             | 5310      | \$ (212.77)          | \$ (31,025.82)         | \$ (8,316.67)          | \$ (14,928.00)         | \$ (6,611.33)          | 55.71%           |
| Hill Fire 2018                | 5465      | \$ -                 | \$ (219,884.01)        | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Park Patrol Citations         | 5506      | \$ -                 | \$ (1,100.00)          | \$ (1,277.11)          | \$ (2,200.00)          | \$ (922.89)            | 58.05%           |
| Bingo Revenue                 | 5508      | \$ (1,691.25)        | \$ (2,736.25)          | \$ (12,646.75)         | \$ (14,400.00)         | \$ (1,753.25)          | 87.82%           |
| Excess Bingo Funds            | 5509      | \$ -                 | \$ -                   | \$ (2,946.60)          | \$ -                   | \$ 2,946.60            | 0.00%            |
| Contract Classes-Public Fees  | 5510      | \$ (30,808.00)       | \$ (130,639.25)        | \$ (250,671.22)        | \$ (128,380.00)        | \$ 122,291.22          | 195.26%          |
| Public Fees                   | 5511      | \$ 24,162.81         | \$ (84,817.19)         | \$ (177,937.03)        | \$ (200,771.00)        | \$ (22,833.97)         | 88.63%           |
| Public Fees-Entry Fees        | 5520      | \$ (4,452.00)        | \$ (10,764.00)         | \$ (38,922.00)         | \$ (25,840.00)         | \$ 13,082.00           | 150.63%          |
| Vending Concessions           | 5525      | \$ -                 | \$ -                   | \$ (620.40)            | \$ (2,500.00)          | \$ (1,879.60)          | 24.82%           |
| Rental                        | 5530      | \$ (39,520.00)       | \$ (266,802.32)        | \$ (437,267.84)        | \$ (285,912.00)        | \$ 151,355.84          | 152.94%          |
| Cell Tower Revenue            | 5535      | \$ (8,747.19)        | \$ (97,895.88)         | \$ (102,036.37)        | \$ (91,704.00)         | \$ 10,332.37           | 111.27%          |
| Parking Fees                  | 5540      | \$ (2,386.50)        | \$ (11,345.60)         | \$ (17,795.05)         | \$ (8,512.00)          | \$ 9,283.05            | 209.06%          |
| CAPRI Workers Comp Prior Year | 5546      | \$ -                 | \$ -                   | \$ (15,947.55)         | \$ -                   | \$ 15,947.55           | 0.00%            |
| Activity Guide Revenue        | 5555      | \$ (1,450.00)        | \$ (1,750.00)          | \$ (4,000.00)          | \$ (10,000.00)         | \$ (6,000.00)          | 40.00%           |
| Sponsorships/Donations        | 5558      | \$ -                 | \$ (4,065.00)          | \$ -                   | \$ (1,000.00)          | \$ (1,000.00)          | 0.00%            |
| Special Event                 | 5561      | \$ 330.00            | \$ -                   | \$ 842.52              | \$ -                   | \$ (842.52)            | 0.00%            |
| Staffing Cost Recovery        | 5563      | \$ (2,169.50)        | \$ (33,263.00)         | \$ (51,883.75)         | \$ (26,730.00)         | \$ 25,153.75           | 194.10%          |
| Special Event Permits         | 5564      | \$ (100.00)          | \$ (600.00)            | \$ (900.00)            | \$ -                   | \$ 900.00              | 0.00%            |
| Security Services Recovery    | 5566      | \$ (137.50)          | \$ -                   | \$ (4,926.50)          | \$ -                   | \$ 4,926.50            | 0.00%            |
| Contributions                 | 5570      | \$ -                 | \$ (41,239.00)         | \$ (72,178.28)         | \$ (72,000.00)         | \$ 178.28              | 100.25%          |
| Grants                        | 5573      | \$ -                 | \$ (7,176.00)          | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Other Misc Revenue            | 5575      | \$ (2,550.00)        | \$ (37,621.62)         | \$ (336,580.64)        | \$ (304,880.00)        | \$ 31,700.64           | 110.40%          |
| Credit Card Processing Fee    | 5576      | \$ -                 | \$ (172.84)            | \$ (67.75)             | \$ -                   | \$ 67.75               | 0.00%            |
| Cash Over/Under               | 5580      | \$ -                 | \$ (166.00)            | \$ (45.00)             | \$ -                   | \$ 45.00               | 0.00%            |
| Incentive Income              | 5585      | \$ (879.77)          | \$ (1,091.35)          | \$ (2,474.63)          | \$ (2,700.00)          | \$ (225.37)            | 91.65%           |
| Reimbursement - ROPS          | 5600      | \$ -                 | \$ (373,105.94)        | \$ (396,407.90)        | \$ (325,000.00)        | \$ 71,407.90           | 121.97%          |
| Reimb-Needs Assessment/LPA    | 5605      | \$ -                 | \$ (17,610.38)         | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Surplus Carryover             | 5991      | \$ -                 | \$ -                   | \$ -                   | \$ (16,397.00)         | \$ (16,397.00)         | 0.00%            |
| <b>Revenue</b>                |           | <b>\$ 77,298.57</b>  | <b>\$ 8,742,023.84</b> | <b>\$ 9,345,398.31</b> | <b>\$ 8,835,774.00</b> | <b>\$ (509,624.31)</b> | <b>105.77%</b>   |
| <b>YTD Comparison</b>         |           |                      |                        | <b>\$ 603,374.47</b>   |                        |                        |                  |
| <b>Personnel</b>              |           |                      |                        |                        |                        |                        |                  |
| Full Time Salaries            | 6100      | \$ 289,227.53        | \$ 2,322,589.04        | \$ 2,322,461.90        | \$ 2,504,112.00        | \$ 181,650.10          | 92.75%           |
| Overtime Salaries             | 6101      | \$ 4,063.52          | \$ 10,265.05           | \$ 18,647.24           | \$ 23,594.00           | \$ 4,946.76            | 79.03%           |
| Car Allowance                 | 6105      | \$ 882.78            | \$ 10,799.62           | \$ 11,087.32           | \$ 10,800.00           | \$ (287.32)            | 102.66%          |
| Cell Phone Allowance          | 6108      | \$ 1,235.59          | \$ 13,858.00           | \$ 14,335.80           | \$ 15,420.00           | \$ 1,084.20            | 92.97%           |
| Part-Time Salaries            | 6110      | \$ 60,419.46         | \$ 196,372.38          | \$ 381,964.52          | \$ 469,895.00          | \$ 87,930.48           | 81.29%           |
| Retirement                    | 6120      | \$ 47,279.72         | \$ 398,724.92          | \$ 385,469.55          | \$ 445,014.00          | \$ 59,544.45           | 86.62%           |
| 457 Pension                   | 6121      | \$ 87.17             | \$ 6,975.49            | \$ 16,315.09           | \$ 7,000.00            | \$ (9,315.09)          | 233.07%          |
| Deferred Compensation         | 6125      | \$ 523.50            | \$ 4,750.10            | \$ 4,768.93            | \$ 4,752.00            | \$ (16.93)             | 100.36%          |
| Employee Insurance            | 6130      | \$ 91,902.02         | \$ 336,637.27          | \$ 287,736.56          | \$ 351,958.00          | \$ 64,221.44           | 81.75%           |
| Workers Compensation          | 6140      | \$ 18,742.23         | \$ 109,240.57          | \$ 156,332.71          | \$ 189,304.00          | \$ 32,971.29           | 82.58%           |
| Unemployment Insurance        | 6150      | \$ -                 | \$ 29,026.50           | \$ 6,843.91            | \$ 40,000.00           | \$ 33,156.09           | 17.11%           |
| Loan - Pension Obligation     | 6160      | \$ 22,018.17         | \$ 256,742.00          | \$ 264,218.00          | \$ 264,218.00          | \$ -                   | 100.00%          |
| PERS Unfunded Liability       | 6170      | \$ -                 | \$ 434,065.00          | \$ 501,541.00          | \$ 516,970.00          | \$ 15,429.00           | 97.02%           |
| <b>Personnel</b>              |           | <b>\$ 536,381.69</b> | <b>\$ 4,130,045.94</b> | <b>\$ 4,371,722.53</b> | <b>\$ 4,843,037.00</b> | <b>\$ 471,314.47</b>   | <b>90.27%</b>    |
| <b>YTD Comparison</b>         |           |                      |                        | <b>\$ 241,676.59</b>   |                        |                        |                  |
| <b>Services and Supplies</b>  |           |                      |                        |                        |                        |                        |                  |
| Telephone/Internet            | 6210      | \$ 1,995.64          | \$ 20,318.01           | \$ 21,699.69           | \$ 23,008.00           | \$ 1,308.31            | 94.31%           |
| Internet Services             | 6220      | \$ 1,564.00          | \$ 25,366.00           | \$ 23,997.08           | \$ 36,862.00           | \$ 12,864.92           | 65.10%           |
| IT Infrastructure             | 6230      | \$ -                 | \$ 987.86              | \$ 539.62              | \$ 2,000.00            | \$ 1,460.38            | 26.98%           |
| Computer Hardware/Software    | 6240      | \$ 4,084.43          | \$ 9,688.16            | \$ 14,672.88           | \$ 12,050.00           | \$ (2,622.88)          | 121.77%          |
| Pool Chemicals                | 6310      | \$ 796.48            | \$ 2,182.96            | \$ 4,898.62            | \$ 8,250.00            | \$ 3,351.38            | 59.38%           |
| Janitorial Supplies           | 6320      | \$ 10,013.13         | \$ 41,241.82           | \$ 45,768.60           | \$ 48,408.00           | \$ 2,639.40            | 94.55%           |
| COVID - Supplies              | 6321      | \$ 3,272.08          | \$ 10,285.84           | \$ 3,352.52            | \$ 5,600.00            | \$ 2,247.48            | 59.87%           |
| Kitchen Supplies              | 6330      | \$ 311.23            | \$ -                   | \$ 311.23              | \$ 1,000.00            | \$ 688.77              | 31.12%           |
| Food Supplies                 | 6340      | \$ 647.73            | \$ -                   | \$ 1,435.90            | \$ 12,745.00           | \$ 11,309.10           | 11.27%           |
| Water Maint & Service         | 6350      | \$ 225.70            | \$ 940.05              | \$ 826.75              | \$ 1,265.00            | \$ 438.25              | 65.36%           |
| Laundry/Wash Service          | 6360      | \$ 73.50             | \$ 178.00              | \$ 73.50               | \$ 880.00              | \$ 806.50              | 8.35%            |
| Insurance Liability           | 6410      | \$ -                 | \$ 208,084.00          | \$ 236,698.00          | \$ 236,698.00          | \$ -                   | 100.00%          |
| Equipment Maintenance         | 6500      | \$ 513.73            | \$ 17.15               | \$ 655.66              | \$ 900.00              | \$ 244.34              | 72.85%           |
| Fuel                          | 6510      | \$ 13,375.97         | \$ 46,959.91           | \$ 61,605.47           | \$ 51,600.00           | \$ (10,005.47)         | 119.39%          |
| Vehicle Maintenance           | 6520      | \$ 1,993.98          | \$ 25,860.64           | \$ 36,355.60           | \$ 35,400.00           | \$ (955.60)            | 102.70%          |
| Office Equipment Maintenance  | 6530      | \$ -                 | \$ 116.89              | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Building Repair               | 6610      | \$ 16,530.82         | \$ 51,959.70           | \$ 70,876.92           | \$ 88,000.00           | \$ 17,123.08           | 80.54%           |
| HVAC                          | 6620      | \$ 863.27            | \$ 8,065.82            | \$ 6,243.14            | \$ 8,820.00            | \$ 2,576.86            | 70.78%           |
| Playground Maintenance        | 6630      | \$ 754.21            | \$ 19,649.29           | \$ 27,433.20           | \$ 60,000.00           | \$ 32,566.80           | 45.72%           |
| Turf Removal                  | 6705      | \$ 4,179.39          | \$ -                   | \$ 19,385.49           | \$ 20,000.00           | \$ 614.51              | 96.93%           |
| Grounds Maintenance           | 6710      | \$ 14,412.56         | \$ 83,052.90           | \$ 90,687.82           | \$ 86,220.00           | \$ (4,467.82)          | 105.18%          |
| Tree Care                     | 6719      | \$ 5,644.50          | \$ 29,996.85           | \$ 29,997.00           | \$ 30,000.00           | \$ 3.00                | 99.99%           |
| Park Amenities - Assess       | 6722      | \$ -                 | \$ -                   | \$ 9,005.46            | \$ -                   | \$ (9,005.46)          | 0.00%            |
| Fee Schedule                  | 6727      | \$ 11,250.00         | \$ -                   | \$ 11,250.00           | \$ 16,397.00           | \$ 5,147.00            | 68.61%           |
| Contracted Pest Control       | 6730      | \$ 600.00            | \$ 860.00              | \$ 3,700.00            | \$ 2,520.00            | \$ (1,180.00)          | 146.83%          |

|                                |      |    |                   |    |                     |    |                     |    |                     |    |                   |               |
|--------------------------------|------|----|-------------------|----|---------------------|----|---------------------|----|---------------------|----|-------------------|---------------|
| Rubbish & Refuse               | 6740 | \$ | 6,067.93          | \$ | 69,003.56           | \$ | 79,086.76           | \$ | 79,346.00           | \$ | 259.24            | 99.67%        |
| Vandalism/Theft                | 6750 | \$ | 715.81            | \$ | 265.91              | \$ | 1,047.97            | \$ | 500.00              | \$ | (547.97)          | 209.59%       |
| Memberships                    | 6810 | \$ | -                 | \$ | 12,370.00           | \$ | 13,335.00           | \$ | 14,435.00           | \$ | 1,100.00          | 92.38%        |
| Office Supplies                | 6910 | \$ | 877.24            | \$ | 5,369.07            | \$ | 14,402.30           | \$ | 12,709.00           | \$ | (1,693.30)        | 113.32%       |
| Postage Expense                | 6920 | \$ | 15.16             | \$ | 1,052.40            | \$ | 12,759.07           | \$ | 12,700.00           | \$ | (59.07)           | 100.47%       |
| Advertising Expense            | 6930 | \$ | -                 | \$ | 1,055.00            | \$ | 4,190.95            | \$ | 2,490.00            | \$ | (1,700.95)        | 168.31%       |
| Printing Charges               | 6940 | \$ | 1,929.67          | \$ | 11,314.67           | \$ | 7,121.34            | \$ | 14,123.00           | \$ | 7,001.66          | 50.42%        |
| Registration Fees              | 6950 | \$ | 5,877.22          | \$ | 30,290.31           | \$ | 73,402.61           | \$ | 47,732.00           | \$ | (25,670.61)       | 153.78%       |
| Approp Redev/Collection Fees   | 6960 | \$ | -                 | \$ | 509,538.40          | \$ | 541,882.42          | \$ | 545,454.00          | \$ | 3,571.58          | 99.35%        |
| Minor Furn Fixture & Equip     | 6980 | \$ | 5,371.11          | \$ | 1,121.45            | \$ | 6,556.47            | \$ | 1,137.00            | \$ | (5,419.47)        | 576.65%       |
| Fingerprint Fees (HR)          | 7010 | \$ | 1,491.00          | \$ | 346.00              | \$ | 2,172.47            | \$ | 2,640.00            | \$ | 467.53            | 82.29%        |
| Fire & Safety Insp Fees        | 7020 | \$ | -                 | \$ | 2,239.93            | \$ | 2,324.65            | \$ | 3,800.00            | \$ | 1,475.35          | 61.18%        |
| Permit & Licensing Fees        | 7030 | \$ | 170.59            | \$ | 1,740.26            | \$ | 5,148.99            | \$ | 6,350.00            | \$ | 1,201.01          | 81.09%        |
| State License Fee              | 7040 | \$ | 657.50            | \$ | 657.50              | \$ | 706.25              | \$ | 1,000.00            | \$ | 293.75            | 70.63%        |
| Professional Services          | 7100 | \$ | 5,632.50          | \$ | 7,000.00            | \$ | 74,340.50           | \$ | 81,550.00           | \$ | 7,209.50          | 91.16%        |
| Legal Services                 | 7110 | \$ | -                 | \$ | 47,226.36           | \$ | 40,106.96           | \$ | 90,000.00           | \$ | 49,893.04         | 44.56%        |
| Typeset and Print Services     | 7115 | \$ | -                 | \$ | -                   | \$ | 23,820.15           | \$ | 29,300.00           | \$ | 5,479.85          | 81.30%        |
| Instructor Services            | 7120 | \$ | 38,379.55         | \$ | 58,711.02           | \$ | 150,696.60          | \$ | 108,303.00          | \$ | (42,393.60)       | 139.14%       |
| PERS Admin Fees                | 7125 | \$ | 89.60             | \$ | 1,573.86            | \$ | 1,268.79            | \$ | 2,128.00            | \$ | 859.21            | 59.62%        |
| Audit Services                 | 7130 | \$ | -                 | \$ | 12,760.00           | \$ | 12,375.00           | \$ | 20,275.00           | \$ | 7,900.00          | 61.04%        |
| Medical & Health Svcs (HR)     | 7140 | \$ | 1,880.00          | \$ | 1,275.00            | \$ | 3,956.00            | \$ | 6,420.00            | \$ | 2,464.00          | 61.62%        |
| Security Services              | 7150 | \$ | -                 | \$ | 2,932.50            | \$ | 5,643.72            | \$ | 4,147.00            | \$ | (1,496.72)        | 136.09%       |
| Entertainment Services         | 7160 | \$ | 500.00            | \$ | -                   | \$ | 659.89              | \$ | 2,400.00            | \$ | 1,740.11          | 27.50%        |
| Business Services              | 7180 | \$ | 2,106.05          | \$ | 83,023.90           | \$ | 53,690.09           | \$ | 67,660.00           | \$ | 13,969.91         | 79.35%        |
| Umpire/Referee Services        | 7190 | \$ | 250.00            | \$ | 323.75              | \$ | 1,805.00            | \$ | 1,500.00            | \$ | (305.00)          | 120.33%       |
| Subscriptions                  | 7210 | \$ | 110.98            | \$ | 1,423.98            | \$ | 246.88              | \$ | 3,723.00            | \$ | 3,476.12          | 6.63%         |
| Rents & Leases - Equip         | 7310 | \$ | 733.66            | \$ | 2,740.83            | \$ | 7,500.60            | \$ | 24,000.00           | \$ | 16,499.40         | 31.25%        |
| Bldg/Field Leases & Rental     | 7320 | \$ | 300.00            | \$ | 190.00              | \$ | 50.00               | \$ | 60.00               | \$ | 10.00             | 83.33%        |
| Event Supplies                 | 7410 | \$ | 736.52            | \$ | 627.35              | \$ | 1,718.61            | \$ | 3,330.00            | \$ | 1,611.39          | 51.61%        |
| Supplies                       | 7420 | \$ | (20.81)           | \$ | 1,793.98            | \$ | 12,538.83           | \$ | 14,435.00           | \$ | 1,896.17          | 86.86%        |
| Bingo Supplies                 | 7430 | \$ | 646.72            | \$ | 637.25              | \$ | 3,791.84            | \$ | 3,600.00            | \$ | (191.84)          | 105.33%       |
| Sporting Goods                 | 7440 | \$ | 122.27            | \$ | 1,722.25            | \$ | 6,457.17            | \$ | 6,000.00            | \$ | (457.17)          | 107.62%       |
| Arts and Craft Supplies        | 7450 | \$ | 2,780.45          | \$ | -                   | \$ | 2,780.45            | \$ | 3,375.00            | \$ | 594.55            | 82.38%        |
| Training Supplies              | 7460 | \$ | 801.66            | \$ | 699.71              | \$ | 1,642.97            | \$ | 1,800.00            | \$ | 157.03            | 91.28%        |
| Small Tools                    | 7500 | \$ | 149.00            | \$ | 4,873.00            | \$ | 4,591.99            | \$ | 6,000.00            | \$ | 1,408.01          | 76.53%        |
| Safety Supplies                | 7510 | \$ | 625.25            | \$ | 1,241.45            | \$ | 5,589.12            | \$ | 5,750.00            | \$ | 160.88            | 97.20%        |
| Uniform Allowance              | 7610 | \$ | 1,667.64          | \$ | 5,116.50            | \$ | 10,148.76           | \$ | 11,220.00           | \$ | 1,071.24          | 90.45%        |
| Safety Clothing                | 7620 | \$ | 1,135.12          | \$ | 2,757.49            | \$ | 3,105.11            | \$ | 4,764.00            | \$ | 1,658.89          | 65.18%        |
| Transportation and Travel      | 7700 | \$ | -                 | \$ | -                   | \$ | -                   | \$ | 1,500.00            | \$ | 1,500.00          | 0.00%         |
| Conference&Seminar Staff       | 7710 | \$ | 4,984.24          | \$ | 6,938.33            | \$ | 8,897.45            | \$ | 23,196.00           | \$ | 14,298.55         | 38.36%        |
| Conference&Seminar Board       | 7715 | \$ | 44.00             | \$ | -                   | \$ | 327.00              | \$ | 4,450.00            | \$ | 4,123.00          | 7.35%         |
| Conference&Seminar Travel Exp  | 7720 | \$ | 2,741.07          | \$ | -                   | \$ | 4,690.93            | \$ | 13,718.00           | \$ | 9,027.07          | 34.20%        |
| Out of Town Travel Board       | 7725 | \$ | 1,003.89          | \$ | -                   | \$ | 2,225.83            | \$ | 2,420.00            | \$ | 194.17            | 91.98%        |
| Private Vehicle Mileage        | 7730 | \$ | 44.50             | \$ | 123.00              | \$ | 76.98               | \$ | 3,892.00            | \$ | 3,815.02          | 1.98%         |
| Buses/Excursions               | 7750 | \$ | 795.20            | \$ | -                   | \$ | 795.20              | \$ | 17,400.00           | \$ | 16,604.80         | 4.57%         |
| Utilities - Gas                | 7810 | \$ | 7,159.89          | \$ | 26,097.93           | \$ | 44,459.31           | \$ | 30,414.00           | \$ | (14,045.31)       | 146.18%       |
| Utilities - Water              | 7820 | \$ | 129,145.22        | \$ | 888,333.71          | \$ | 719,776.10          | \$ | 899,999.00          | \$ | 180,222.90        | 79.98%        |
| Utilities - Electric           | 7830 | \$ | 38,524.31         | \$ | 155,202.20          | \$ | 218,802.64          | \$ | 210,000.00          | \$ | (8,802.64)        | 104.19%       |
| Airport Assessment Exp         | 7840 | \$ | -                 | \$ | 842.00              | \$ | 1,517.00            | \$ | 14,000.00           | \$ | 12,483.00         | 10.84%        |
| Awards and Certificates        | 7910 | \$ | 3,984.34          | \$ | 2,674.27            | \$ | 11,576.94           | \$ | 14,206.00           | \$ | 2,629.06          | 81.49%        |
| Meals for Staff Training       | 7920 | \$ | 810.16            | \$ | 1,395.96            | \$ | 2,489.16            | \$ | 3,500.00            | \$ | 1,010.84          | 71.12%        |
| Employee Morale                | 7930 | \$ | 1,049.16          | \$ | 144.24              | \$ | 3,605.96            | \$ | 5,500.00            | \$ | 1,894.04          | 65.56%        |
| COP Debt - PV Fields           | 7950 | \$ | -                 | \$ | 229,759.38          | \$ | 223,759.02          | \$ | 223,760.00          | \$ | 0.98              | 100.00%       |
| Reserve Dry Period             | 7973 | \$ | -                 | \$ | -                   | \$ | 36,645.00           | \$ | 36,645.00           | \$ | -                 | 100.00%       |
| Reserve Repair/Oper/Admin      | 7975 | \$ | -                 | \$ | -                   | \$ | 100,000.00          | \$ | 100,000.00          | \$ | -                 | 100.00%       |
| Reserve - Compensated Absences | 7976 | \$ | -                 | \$ | -                   | \$ | 75,000.00           | \$ | 75,000.00           | \$ | -                 | 100.00%       |
| Admin Fee/CC Refund 2020       | 8112 | \$ | -                 | \$ | 11,792.34           | \$ | 275.00              | \$ | -                   | \$ | (275.00)          | 0.00%         |
| <b>Services and Supplies</b>   |      | \$ | <b>365,187.72</b> | \$ | <b>2,794,129.85</b> | \$ | <b>3,369,051.95</b> | \$ | <b>3,714,379.00</b> | \$ | <b>345,327.05</b> | <b>90.70%</b> |

**YTD Comparison** **\$ 574,922.10**

**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%   |
| 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 | \$ | -          | \$ | -         | \$ | 5,020.63   | \$ | 5,500.00   | \$ | 479.37       | 91.28%  |
| HVAC Administration Bldg      | 8481 | \$ | -          | \$ | 13,200.00 | \$ | -          | \$ | -          | \$ | -            | 0.00%   |
| HVAC for Room #6              | 8482 | \$ | -          | \$ | 10,876.76 | \$ | -          | \$ | -          | \$ | -            | 0.00%   |
| ECAA Loan-Lighting Project    | 8483 | \$ | 6,052.12   | \$ | -         | \$ | 6,104.62   | \$ | 190,000.00 | \$ | 183,895.38   | 3.21%   |
| 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 | \$ | -          | \$ | -         | \$ | 61,654.20  | \$ | 100,000.00 | \$ | 38,345.80    | 61.65%  |
| Tennis Court Lighting         | 8489 | \$ | -          | \$ | -         | \$ | 116,802.34 | \$ | 140,000.00 | \$ | 23,197.66    | 83.43%  |
| Senior Center Carpeting       | 8491 | \$ | -          | \$ | -         | \$ | 14,993.55  | \$ | 15,000.00  | \$ | 6.45         | 99.96%  |
| Sr Ctr Upgrade to Sound Board | 8492 | \$ | -          | \$ | -         | \$ | 13.70      | \$ | 15,000.00  | \$ | 14,986.30    | 0.09%   |
| 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%  |
| Prop 68 Arneill Ranch Park    | 8496 | \$ | 143,536.40 | \$ | -         | \$ | 505,182.34 | \$ | 82,880.00  | \$ | (422,302.34) | 609.53% |

|                |    |              |    |              |    |              |    |              |    |             |         |
|----------------|----|--------------|----|--------------|----|--------------|----|--------------|----|-------------|---------|
| Capital        | \$ | 149,588.52   | \$ | 89,132.80    | \$ | 789,169.88   | \$ | 737,300.00   | \$ | (51,869.88) | 107.04% |
| YTD Comparison |    |              |    |              | \$ | 700,037.08   |    |              |    |             |         |
| Total Expenses | \$ | 1,051,157.93 | \$ | 7,013,308.59 | \$ | 8,529,944.36 | \$ | 9,294,716.00 | \$ | 764,771.64  | 91.77%  |
| YTD Comparison |    |              |    |              | \$ | 1,516,635.77 |    |              |    |             |         |

**General Ledger**  
**Fund 20 Assessment District**  
**June 2022 100%**

| Description                   | Account | Period Amount       | One Year Prior Actual  | Year to Date           | Budget                 | Budget Remaining     | % of Budget Used |
|-------------------------------|---------|---------------------|------------------------|------------------------|------------------------|----------------------|------------------|
| Tax Apport - Cur Year Secured | 5110    | \$ -                | \$ (23,696.70)         | \$ -                   | \$ -                   | \$ -                 | 0.00%            |
| Interest Earnings             | 5310    | \$ (36.72)          | \$ (291.44)            | \$ (322.61)            | \$ (238.00)            | \$ 84.61             | 135.55%          |
| Assessment Revenue            | 5500    | \$ -                | \$ (1,178,293.51)      | \$ (1,205,531.39)      | \$ (1,209,566.00)      | \$ (4,034.61)        | 99.67%           |
| <b>Revenue</b>                |         | <b>\$ 36.72</b>     | <b>\$ 1,202,281.65</b> | <b>\$ 1,205,854.00</b> | <b>\$ 1,209,804.00</b> | <b>\$ 3,950.00</b>   | <b>99.67%</b>    |
| <b>YTD Comparison</b>         |         |                     |                        | <b>\$ 3,572.35</b>     |                        |                      |                  |
| <b>Personnel</b>              |         |                     |                        |                        |                        |                      |                  |
| Full Time Salaries            | 6100    | \$ 3,038.05         | \$ 18,076.02           | \$ 22,744.16           | \$ 20,831.00           | \$ (1,913.16)        | 109.18%          |
| Overtime Salaries             | 6101    | \$ -                | \$ -                   | \$ 66.98               | \$ -                   | \$ (66.98)           | 0.00%            |
| Cell Phone Allowance          | 6108    | \$ 15.06            | \$ -                   | \$ 187.03              | \$ 178.00              | \$ (9.03)            | 105.07%          |
| Retirement                    | 6120    | \$ 465.76           | \$ 3,108.00            | \$ 3,576.71            | \$ 3,568.00            | \$ (8.71)            | 100.24%          |
| Employee Insurance            | 6130    | \$ 478.47           | \$ 4,726.41            | \$ 3,278.39            | \$ 3,749.00            | \$ 470.61            | 87.45%           |
| Workers Compensation          | 6140    | \$ 251.93           | \$ 1,873.67            | \$ 2,274.65            | \$ 2,483.00            | \$ 208.35            | 91.61%           |
| <b>Personnel</b>              |         | <b>\$ 4,249.27</b>  | <b>\$ 27,784.10</b>    | <b>\$ 32,127.92</b>    | <b>\$ 30,809.00</b>    | <b>\$ (1,318.92)</b> | <b>104.28%</b>   |
| <b>YTD Comparison</b>         |         |                     |                        | <b>\$ 4,343.82</b>     |                        |                      |                  |
| <b>Services and Supplies</b>  |         |                     |                        |                        |                        |                      |                  |
| Incidental Costs - Assess     | 6709    | \$ -                | \$ 18,620.01           | \$ 28,759.18           | \$ 30,094.00           | \$ 1,334.82          | 95.56%           |
| Grounds Maintenance           | 6710    | \$ -                | \$ -                   | \$ 9,839.08            | \$ 15,000.00           | \$ 5,160.92          | 65.59%           |
| Tree Care                     | 6719    | \$ 7,725.00         | \$ 67,500.00           | \$ 67,488.92           | \$ 67,500.00           | \$ 11.08             | 99.98%           |
| Contracted LS Services        | 6720    | \$ 84,696.80        | \$ 488,631.08          | \$ 471,737.90          | \$ 465,913.00          | \$ (5,824.90)        | 101.25%          |
| Park Amenities - Assess       | 6722    | \$ -                | \$ 15,956.43           | \$ 12,164.59           | \$ 17,500.00           | \$ 5,335.41          | 69.51%           |
| Registration Fees             | 6950    | \$ -                | \$ -                   | \$ -                   | \$ 70.00               | \$ 70.00             | 0.00%            |
| Approp Redev/Collection Fees  | 6960    | \$ -                | \$ 2,891.08            | \$ 2,969.14            | \$ 3,500.00            | \$ 530.86            | 84.83%           |
| COP Debt - PV Fields          | 7950    | \$ (3.54)           | \$ 525,559.21          | \$ 529,755.84          | \$ 529,760.00          | \$ 4.16              | 100.00%          |
| <b>Services and Supplies</b>  |         | <b>\$ 92,418.26</b> | <b>\$ 1,119,157.81</b> | <b>\$ 1,122,714.65</b> | <b>\$ 1,129,337.00</b> | <b>\$ 6,622.35</b>   | <b>99.41%</b>    |
| <b>YTD Comparison</b>         |         |                     |                        | <b>\$ 3,556.84</b>     |                        |                      |                  |
| <b>Total Expenses</b>         |         | <b>\$ 96,667.53</b> | <b>\$ 1,146,941.91</b> | <b>\$ 1,154,842.57</b> | <b>\$ 1,160,146.00</b> | <b>\$ 5,303.43</b>   | <b>99.54%</b>    |
| <b>YTD Comparison</b>         |         |                     |                        | <b>\$ 7,900.66</b>     |                        |                      |                  |



**General Ledger**  
**Fund 30 Quimby Fee Fund**  
**June 2022 100%**

| Description           | Account | Period Amount | One Year Prior Actual | Year to Date          | Budget             | Budget Remaining    | % of Budget Used   |               |
|-----------------------|---------|---------------|-----------------------|-----------------------|--------------------|---------------------|--------------------|---------------|
| Interest Earnings     | 5310    | \$            | (2,608.65)            | \$ (35,233.24)        | \$ (8,242.23)      | \$ (10,013.00)      | \$ (1,770.77)      | 82.32%        |
| MBS Interest Earnings | 5320    | \$            | -                     | \$ (7,320.00)         | \$ -               | \$ -                | \$ -               | 0.00%         |
| <b>Revenue</b>        |         | <b>\$</b>     | <b>2,608.65</b>       | <b>\$ 42,553.24</b>   | <b>\$ 8,242.23</b> | <b>\$ 10,013.00</b> | <b>\$ 1,770.77</b> | <b>82.32%</b> |
| <b>YTD Comparison</b> |         |               |                       | <b>\$ (34,311.01)</b> |                    |                     |                    |               |
| <b>Expenses</b>       |         |               |                       |                       |                    |                     |                    |               |
| Registration Fees     | 6950    | \$            | -                     | \$ 12.00              | \$ 36.00           | \$ -                | \$ (36.00)         | 0.00%         |
| <b>Expenses</b>       |         | <b>\$</b>     | <b>-</b>              | <b>\$ 12.00</b>       | <b>\$ 36.00</b>    | <b>\$ -</b>         | <b>\$ (36.00)</b>  | <b>0.00%</b>  |

|                              |      |           |                  |                      |                        |                        |                        |               |
|------------------------------|------|-----------|------------------|----------------------|------------------------|------------------------|------------------------|---------------|
| Arnell Ranch Park Renovation | 8464 | \$        | 72,557.56        | \$ 93,593.54         | \$ 1,384,642.41        | \$ 1,477,651.00        | \$ 93,008.59           | 93.71%        |
| PVAC Restroom & Shower       | 8469 | \$        | -                | \$ 35,249.13         | \$ -                   | \$ -                   | \$ -                   | 0.00%         |
| Fertilizer Injector System   | 8478 | \$        | -                | \$ 50,788.90         | \$ -                   | \$ -                   | \$ -                   | 0.00%         |
| Community Center Kitchen     | 8480 | \$        | -                | \$ 20,652.84         | \$ 259,996.36          | \$ 273,262.00          | \$ 13,265.64           | 95.15%        |
| Pickleball Sports Complex    | 8493 | \$        | 11,292.41        | \$ -                 | \$ 17,480.81           | \$ 1,400,000.00        | \$ 1,382,519.19        | 1.25%         |
| <b>Capital</b>               |      | <b>\$</b> | <b>83,849.97</b> | <b>\$ 200,284.41</b> | <b>\$ 1,662,119.58</b> | <b>\$ 3,150,913.00</b> | <b>\$ 1,488,793.42</b> | <b>52.75%</b> |

| Date Received | Amount                 | Amount Earmarked       | Developer                     | Development Case #    | Amount Expended        | Balance                | Allocation Date |
|---------------|------------------------|------------------------|-------------------------------|-----------------------|------------------------|------------------------|-----------------|
| 7/31/14       | \$ 615,709.00          | \$ 720,600.00          | AMLI Residential              | Springville (RPD-173) | \$ 615,709.00          | \$ -                   | 7/31/2019       |
| 1/31/15       | \$ 2,250,489.70        | \$ 2,250,489.70        | Fairfield LLC                 |                       | \$ 1,894,048.35        | \$ 356,441.35          | 1/31/2020       |
| 8/8/16        | \$ 2,649,209.00        | \$ 3,200,000.00        | Comstock/Elacora Mission Oaks |                       | \$ 1,600,369.06        | \$ 1,048,839.94        | 8/8/2021        |
| 8/10/16       | \$ 474,353.00          | \$ 629,500.00          | KB Homes**                    |                       | \$ 230,159.82          | \$ 244,193.18          | 8/10/2021       |
| 6/7/18        | \$ 21,612.25           | \$ -                   | Crestview                     |                       | \$ -                   | \$ 21,612.25           | 6/7/2023        |
| 6/27/18       | \$ -                   | \$ -                   | Aldersgate Construction       |                       | \$ 146,682.55          | \$ -                   | REFUNDED        |
| 3/6/19        | \$ 35,242.00           | \$ -                   | Habitat for Humanity          |                       | \$ -                   | \$ 35,242.00           | 3/6/2024        |
| 9/12/19       | \$ -                   | \$ -                   | Aldersgate Construction       |                       | \$ 92,200.46           | \$ -                   | REFUNDED        |
| 11/21/19      | \$ 1,264,500.00        | \$ -                   | Shea Homes                    |                       | \$ -                   | \$ 1,264,500.00        | 11/21/2024      |
| <b>Total</b>  | <b>\$ 7,311,114.95</b> | <b>\$ 6,800,589.70</b> |                               |                       | <b>\$ 4,579,169.24</b> | <b>\$ 2,970,828.72</b> |                 |

\*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes  
 \*\*Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

**General Ledger**  
**Fund 40 Park Impact Fee Fund**  
**June 2022 100%**

| Description       | Account | Period Amount  | One Year Prior Actual | Year to Date         | Budget      | Budget Remaining       | % of Budget Used |
|-------------------|---------|----------------|-----------------------|----------------------|-------------|------------------------|------------------|
| Revenue           |         |                |                       |                      |             |                        |                  |
| Interest Earnings | 5310    | \$ (4.25)      | \$ -                  | \$ (11.90)           | \$ -        | \$ 11.90               | 0.00%            |
| Park Impact Fees  | 5450    | \$ -           | \$ -                  | \$ (172,347.20)      | \$ -        | \$ 172,347.20          | 0.00%            |
| <b>Revenue</b>    |         | <b>\$ 4.25</b> | <b>\$ -</b>           | <b>\$ 172,359.10</b> | <b>\$ -</b> | <b>\$ (172,359.10)</b> | <b>0.00%</b>     |

**General Ledger**  
**Fund 50 CDBG - Food Share**  
**June 2022 100%**

| Description                  | Account | Period Amount       | One Year Prior Actual | Year to Date        | Budget              | Budget Remaining    | % of Budget Used |
|------------------------------|---------|---------------------|-----------------------|---------------------|---------------------|---------------------|------------------|
| <b>Revenue</b>               |         |                     |                       |                     |                     |                     |                  |
| CDBG - Food Share            | 5577    | \$ (20,671.50)      | \$ -                  | \$ (20,671.50)      | \$ (42,428.33)      | \$ (21,756.83)      | 48.72%           |
| <b>Revenue</b>               |         | <b>\$ 20,671.50</b> | <b>\$ -</b>           | <b>\$ 20,671.50</b> | <b>\$ 42,428.33</b> | <b>\$ 21,756.83</b> | <b>48.72%</b>    |
| <b>Services and Supplies</b> |         |                     |                       |                     |                     |                     |                  |
| Office Supplies              | 6910    | \$ 213.63           | \$ -                  | \$ 1,060.96         | \$ -                | \$ (1,060.96)       | 0.00%            |
| Event Supplies               | 7410    | \$ -                | \$ -                  | \$ -                | \$ 1,500.00         | \$ 1,500.00         | 0.00%            |
| Uniform Allowance            | 7610    | \$ -                | \$ -                  | \$ -                | \$ 150.00           | \$ 150.00           | 0.00%            |
| Private Vehicle Mileage      | 7730    | \$ 13.34            | \$ -                  | \$ 13.34            | \$ 1,500.00         | \$ 1,486.66         | 0.89%            |
| <b>Services and Supplies</b> |         | <b>\$ 226.97</b>    | <b>\$ -</b>           | <b>\$ 1,074.30</b>  | <b>\$ 3,150.00</b>  | <b>\$ 2,075.70</b>  | <b>34.10%</b>    |
| <b>Personnel</b>             |         |                     |                       |                     |                     |                     |                  |
| Full Time Salaries           | 6100    | \$ 114.60           | \$ -                  | \$ 14,392.10        | \$ 37,587.00        | \$ 23,194.90        | 38.29%           |
| Part-Time Salaries           | 6110    | \$ 4,286.10         | \$ -                  | \$ 9,940.60         | \$ 5,000.00         | \$ (4,940.60)       | 198.81%          |
| Retirement                   | 6120    | \$ 530.03           | \$ -                  | \$ 1,673.93         | \$ 2,853.00         | \$ 1,179.07         | 58.67%           |
| Employee Insurance           | 6130    | \$ -                | \$ -                  | \$ 38.61            | \$ 3,591.00         | \$ 3,552.39         | 1.08%            |
| Workers Compensation         | 6140    | \$ 101.68           | \$ -                  | \$ 293.40           | \$ 1,082.00         | \$ 788.60           | 27.12%           |
| <b>Personnel</b>             |         | <b>\$ 5,032.41</b>  | <b>\$ -</b>           | <b>\$ 26,338.64</b> | <b>\$ 50,113.00</b> | <b>\$ 23,774.36</b> | <b>52.56%</b>    |
| <b>Total Expenses</b>        |         | <b>\$ 5,259.38</b>  | <b>\$ -</b>           | <b>\$ 27,412.94</b> | <b>\$ 53,263.00</b> | <b>\$ 25,850.06</b> | <b>51.47%</b>    |

|                    |    |           |
|--------------------|----|-----------|
| Revenue Budget     | \$ | 42,428.33 |
| Expense Total      | \$ | 27,412.94 |
| Percent of Revenue |    | 64.6%     |

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: September 7, 2022**

**SUBJECT: FINANCE REPORT JULY 2022**

**RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for July 31, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH JULY 31, 2022**

The District's Statements of Revenues and Expenditures for the period of July 1, 2022 through July 31, 2022 with a year-to-date comparison for the period of July 1, 2021 through July 31, 2021 are attached. The percentage rate used is 8.3% for Period 1 of the current fiscal year.

**REVENUES**

Total revenue for the 1<sup>st</sup> month ending July 31, 2022 for Fund 10 (General Fund) has an overall increase of \$285,083.12 in comparison to fiscal year 2021-2022. The variance from prior year includes a 1) increase in Public Fees of \$77,604.20 and 2) Rebates received in the amount of \$152,042.00. The increase in Public Fees is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District also received Turf Mitigation rebates.

Total revenue for Fund 20 (Assessment District) is at \$0.00. Assessment revenue has yet to be received.

Total revenue for Fund 30, the Park Dedication/Quimby Fund, was \$2,840,447.45. This amount is from the Williams Homes development.

Total revenue for Fund 40, the Park Impact Fees Fund, is at \$0.00. There were no developments in July.

Total revenue for Fund 50, the Community Development Block Grant (CDBG) Food Share fund, was \$0.00. A reimbursement request will be made at a later date.

**EXPENDITURES**

Fund 10 Personnel Expenditures have increased by \$31,646.85 in comparison to personnel expenses for the same time last year. The variance is made up of multiple line items throughout

personnel, mainly Part-Time Salaries. This is due to the increase in services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

Fund 10 Service and Supply Expenditures have decreased by \$2,514.54 in comparison to the same period last year. This decrease in expenditures is due to July utilities having not been paid yet, and the June utilities being charged to Fiscal Year 2021-2022. This is a change from last year, which has caused the decrease in comparison.

Fund 10 Capital Expenditures have increased by \$5,255.75 in comparison to the same period last year. This decrease is due to no capital projects having any invoices paid this month.

Fund 20 is at 4.38% in Personnel and 0% in Service and Supplies for this month.

Fund 30 has no Expenses for this month.

Fund 40 has no Expenses for this month.

Fund 50 has Expenses of \$1,809.63 for this month. These expenses will be reimbursed from the CDBG Food Share grant.

### **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 89.40%, Fund 20 by 99.89%, Fund 30 by 100%, and Fund 50 by 95.46%. Fund 40 had no budget and no expenses.

### **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for July 31, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

### **ATTACHMENTS**

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

**General Ledger  
Fund 10 General Fund  
July 2022 8.3%**

| Description                  | Account   | Period Amount        | One Year Prior Actual | Year to Date         | Budget                 | Budget Remaining       | % of Budget Used |
|------------------------------|-----------|----------------------|-----------------------|----------------------|------------------------|------------------------|------------------|
| Tax Apportionments           | 5110-5240 | \$ -                 | \$ -                  | \$ -                 | \$ (7,634,345.00)      | \$ (7,634,345.00)      |                  |
| Interest Earnings            | 5310      | \$ -                 | \$ (21.18)            | \$ -                 | \$ (9,893.00)          | \$ (9,893.00)          | 0.00%            |
| Park Patrol Citations        | 5506      | \$ (474.52)          | \$ -                  | \$ (474.52)          | \$ (1,500.00)          | \$ (1,025.48)          | 31.63%           |
| Bingo Revenue                | 5508      | \$ (1,517.80)        | \$ (2,101.25)         | \$ (1,517.80)        | \$ (14,400.00)         | \$ (12,882.20)         | 10.54%           |
| Excess Bingo Funds           | 5509      | \$ (6,615.00)        | \$ (407.50)           | \$ (6,615.00)        | \$ -                   | \$ 6,615.00            | 0.00%            |
| Contract Classes-Public Fees | 5510      | \$ (10,552.25)       | \$ (18,646.60)        | \$ (10,552.25)       | \$ (131,313.00)        | \$ (120,760.75)        | 8.04%            |
| Public Fees                  | 5511      | \$ (86,873.20)       | \$ (9,269.00)         | \$ (86,873.20)       | \$ (300,001.00)        | \$ (213,127.80)        | 28.96%           |
| Public Fees-Entry Fees       | 5520      | \$ (4,855.00)        | \$ (3,256.00)         | \$ (4,855.00)        | \$ (25,840.00)         | \$ (20,985.00)         | 18.79%           |
| Vending Concessions          | 5525      | \$ (492.25)          | \$ -                  | \$ (492.25)          | \$ (1,450.00)          | \$ (957.75)            | 33.95%           |
| Rental                       | 5530      | \$ (23,947.60)       | \$ (27,487.32)        | \$ (23,947.60)       | \$ (338,717.00)        | \$ (314,769.40)        | 7.07%            |
| Cell Tower Revenue           | 5535      | \$ (8,747.19)        | \$ (11,507.88)        | \$ (8,747.19)        | \$ (100,800.00)        | \$ (92,052.81)         | 8.68%            |
| Parking Fees                 | 5540      | \$ (2,503.00)        | \$ (1,469.00)         | \$ (2,503.00)        | \$ (9,600.00)          | \$ (7,097.00)          | 26.07%           |
| Activity Guide Revenue       | 5555      | \$ (3,000.00)        | \$ -                  | \$ (3,000.00)        | \$ (10,000.00)         | \$ (7,000.00)          | 30.00%           |
| Staffing Cost Recovery       | 5563      | \$ (7,685.00)        | \$ (1,555.75)         | \$ (7,685.00)        | \$ (58,352.00)         | \$ (50,667.00)         | 13.17%           |
| Special Event Permits        | 5564      | \$ (300.00)          | \$ (100.00)           | \$ (300.00)          | \$ -                   | \$ 300.00              | 0.00%            |
| Contributions                | 5570      | \$ (30,000.00)       | \$ -                  | \$ (30,000.00)       | \$ (72,000.00)         | \$ (42,000.00)         | 41.67%           |
| Rebates Recieved             | 5574      | \$ (152,042.00)      | \$ -                  | \$ (152,042.00)      | \$ -                   | \$ 152,042.00          | 0.00%            |
| Other Misc Revenue           | 5575      | \$ (7,034.00)        | \$ (8,714.03)         | \$ (7,034.00)        | \$ (33,400.00)         | \$ (26,366.00)         | 21.06%           |
| Credit Card Processing Fee   | 5576      | \$ -                 | \$ (57.75)            | \$ -                 | \$ -                   | \$ -                   | 0.00%            |
| Incentive Income             | 5585      | \$ -                 | \$ (18.80)            | \$ -                 | \$ (1,700.00)          | \$ (1,700.00)          | 0.00%            |
| Reimbursement - ROPS         | 5600      | \$ (101,763.06)      | \$ (78,706.69)        | \$ (101,763.06)      | \$ (200,000.00)        | \$ (98,236.94)         | 50.88%           |
| <b>Revenue</b>               |           | <b>\$ 448,401.87</b> | <b>\$ 163,318.75</b>  | <b>\$ 448,401.87</b> | <b>\$ 8,943,311.00</b> | <b>\$ 8,949,909.13</b> | <b>5.01%</b>     |
| <b>YTD Comparison</b>        |           |                      |                       | <b>\$ 285,083.12</b> |                        |                        |                  |
| <b>Personnel</b>             |           |                      |                       |                      |                        |                        |                  |
| Full Time Salaries           | 6100      | \$ 113,083.18        | \$ 105,439.51         | \$ 113,083.18        | \$ 2,669,312.00        | \$ 2,556,228.82        | 4.24%            |
| Overtime Salaries            | 6101      | \$ 1,068.13          | \$ 444.51             | \$ 1,068.13          | \$ 26,785.00           | \$ 25,716.87           | 3.99%            |
| Car Allowance                | 6105      | \$ 830.74            | \$ 830.74             | \$ 830.74            | \$ 10,800.00           | \$ 9,969.26            | 7.69%            |
| Cell Phone Allowance         | 6108      | \$ 1,110.14          | \$ 934.14             | \$ 1,110.14          | \$ 15,960.00           | \$ 14,849.86           | 6.96%            |
| Part-Time Salaries           | 6110      | \$ 33,553.67         | \$ 17,992.74          | \$ 33,553.67         | \$ 549,670.00          | \$ 516,116.33          | 6.10%            |
| Retirement                   | 6120      | \$ 18,262.67         | \$ 17,840.81          | \$ 18,262.67         | \$ 466,365.00          | \$ 448,102.33          | 3.92%            |
| 457 Pension                  | 6121      | \$ 87.17             | \$ 87.17              | \$ 87.17             | \$ 7,000.00            | \$ 6,912.83            | 1.25%            |
| Deferred Compensation        | 6125      | \$ 207.62            | \$ 218.78             | \$ 207.62            | \$ 4,895.00            | \$ 4,687.38            | 4.24%            |
| Employee Insurance           | 6130      | \$ 13,605.48         | \$ 13,374.82          | \$ 13,605.48         | \$ 372,401.00          | \$ 358,795.52          | 3.65%            |
| Workers Compensation         | 6140      | \$ 7,295.54          | \$ 7,129.27           | \$ 7,295.54          | \$ 222,963.00          | \$ 215,667.46          | 3.27%            |
| Unemployment Insurance       | 6150      | \$ -                 | \$ -                  | \$ -                 | \$ 15,000.00           | \$ 15,000.00           | 0.00%            |
| Loan - Pension Obligation    | 6160      | \$ -                 | \$ -                  | \$ -                 | \$ 132,893.00          | \$ 132,893.00          | 0.00%            |
| PERS Unfunded Liability      | 6170      | \$ 508,376.00        | \$ 501,541.00         | \$ 508,376.00        | \$ 565,994.00          | \$ 57,618.00           | 89.82%           |
| <b>Personnel</b>             |           | <b>\$ 697,480.34</b> | <b>\$ 665,833.49</b>  | <b>\$ 697,480.34</b> | <b>\$ 5,060,038.00</b> | <b>\$ 4,362,557.66</b> | <b>13.78%</b>    |
| <b>YTD Comparison</b>        |           |                      |                       | <b>\$ 31,646.85</b>  |                        |                        |                  |
| <b>Services and Supplies</b> |           |                      |                       |                      |                        |                        |                  |
| Telephone/Internet           | 6210      | \$ 1,791.18          | \$ 1,649.63           | \$ 1,791.18          | \$ 23,132.00           | \$ 21,340.82           | 7.74%            |
| Internet Services            | 6220      | \$ 2,412.00          | \$ 1,801.00           | \$ 2,412.00          | \$ 61,125.00           | \$ 58,713.00           | 3.95%            |
| IT Infrastructure            | 6230      | \$ -                 | \$ -                  | \$ -                 | \$ 2,000.00            | \$ 2,000.00            | 0.00%            |
| Computer Hardware/Software   | 6240      | \$ -                 | \$ 1,672.14           | \$ -                 | \$ 60,534.00           | \$ 60,534.00           | 0.00%            |
| Pool Chemicals               | 6310      | \$ -                 | \$ -                  | \$ -                 | \$ 8,250.00            | \$ 8,250.00            | 0.00%            |
| Janitorial Supplies          | 6320      | \$ -                 | \$ 1,364.22           | \$ -                 | \$ 48,408.00           | \$ 48,408.00           | 0.00%            |
| COVID - Supplies             | 6321      | \$ -                 | \$ -                  | \$ -                 | \$ 1,000.00            | \$ 1,000.00            | 0.00%            |
| Kitchen Supplies             | 6330      | \$ -                 | \$ -                  | \$ -                 | \$ 1,200.00            | \$ 1,200.00            | 0.00%            |
| Food Supplies                | 6340      | \$ -                 | \$ -                  | \$ -                 | \$ 14,850.00           | \$ 14,850.00           | 0.00%            |
| Water Maint & Service        | 6350      | \$ -                 | \$ 67.00              | \$ -                 | \$ 1,265.00            | \$ 1,265.00            | 0.00%            |
| Laundry/Wash Service         | 6360      | \$ -                 | \$ -                  | \$ -                 | \$ 1,220.00            | \$ 1,220.00            | 0.00%            |
| Medical Supplies             | 6380      | \$ -                 | \$ -                  | \$ -                 | \$ 1,050.00            | \$ 1,050.00            | 0.00%            |
| Insurance Liability          | 6410      | \$ 144,889.00        | \$ 118,349.00         | \$ 144,889.00        | \$ 284,038.00          | \$ 139,149.00          | 51.01%           |
| Equipment Maintenance        | 6500      | \$ -                 | \$ -                  | \$ -                 | \$ 1,000.00            | \$ 1,000.00            | 0.00%            |
| Fuel                         | 6510      | \$ -                 | \$ 4,275.40           | \$ -                 | \$ 73,590.00           | \$ 73,590.00           | 0.00%            |
| Vehicle Maintenance          | 6520      | \$ 1,679.22          | \$ 3,824.52           | \$ 1,679.22          | \$ 35,400.00           | \$ 33,720.78           | 4.74%            |
| Building Repair              | 6610      | \$ 3,825.14          | \$ 1,781.15           | \$ 3,825.14          | \$ 85,500.00           | \$ 81,674.86           | 4.47%            |
| HVAC                         | 6620      | \$ 1,201.01          | \$ -                  | \$ 1,201.01          | \$ 8,820.00            | \$ 7,618.99            | 13.62%           |
| Playground Maintenance       | 6630      | \$ -                 | \$ -                  | \$ -                 | \$ 40,000.00           | \$ 40,000.00           | 0.00%            |
| Grounds Maintenance          | 6710      | \$ 6,506.49          | \$ 6,897.82           | \$ 6,506.49          | \$ 81,420.00           | \$ 74,913.51           | 7.99%            |
| Tree Care                    | 6719      | \$ -                 | \$ -                  | \$ -                 | \$ 30,000.00           | \$ 30,000.00           | 0.00%            |
| Fee Schedule                 | 6727      | \$ -                 | \$ -                  | \$ -                 | \$ 13,050.00           | \$ 13,050.00           | 0.00%            |
| Contracted Pest Control      | 6730      | \$ -                 | \$ -                  | \$ -                 | \$ 3,000.00            | \$ 3,000.00            | 0.00%            |
| Rubbish & Refuse             | 6740      | \$ -                 | \$ 5,328.82           | \$ -                 | \$ 79,830.00           | \$ 79,830.00           | 0.00%            |
| Vandalism/Theft              | 6750      | \$ -                 | \$ -                  | \$ -                 | \$ 500.00              | \$ 500.00              | 0.00%            |
| Memberships                  | 6810      | \$ 3,500.00          | \$ 4,080.00           | \$ 3,500.00          | \$ 15,047.00           | \$ 11,547.00           | 23.26%           |
| Office Supplies              | 6910      | \$ 185.31            | \$ 1,739.71           | \$ 185.31            | \$ 25,020.00           | \$ 24,834.69           | 0.74%            |
| Postage Expense              | 6920      | \$ 5,523.31          | \$ 1.50               | \$ 5,523.31          | \$ 18,640.00           | \$ 13,116.69           | 29.63%           |
| Advertising Expense          | 6930      | \$ -                 | \$ -                  | \$ -                 | \$ 3,490.00            | \$ 3,490.00            | 0.00%            |
| Printing Charges             | 6940      | \$ -                 | \$ 972.70             | \$ -                 | \$ 8,935.00            | \$ 8,935.00            | 0.00%            |
| Registration Fees            | 6950      | \$ 5,179.74          | \$ 5,038.33           | \$ 5,179.74          | \$ 3,920.00            | \$ (1,259.74)          | 132.14%          |
| Approp Redev/Collection Fees | 6960      | \$ -                 | \$ -                  | \$ -                 | \$ 552,000.00          | \$ 552,000.00          | 0.00%            |
| Minor Furn Fixture & Equip   | 6980      | \$ 261.41            | \$ 258.44             | \$ 261.41            | \$ 1,137.00            | \$ 875.59              | 22.99%           |

**General Ledger  
Fund 10 General Fund  
July 2022 8.3%**

| Description                    | Account | Period Amount          | One Year Prior Actual  | Year to Date           | Budget                 | Budget Remaining       | % of Budget Used |
|--------------------------------|---------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------|
| Fingerprint Fees (HR)          | 7010    | \$ -                   | \$ 47.00               | \$ -                   | \$ 3,360.00            | \$ 3,360.00            | 0.00%            |
| Fire & Safety Insp Fees        | 7020    | \$ -                   | \$ -                   | \$ -                   | \$ 4,725.00            | \$ 4,725.00            | 0.00%            |
| Permit & Licensing Fees        | 7030    | \$ 1,005.80            | \$ 957.90              | \$ 1,005.80            | \$ 6,550.00            | \$ 5,544.20            | 15.36%           |
| State License Fee              | 7040    | \$ -                   | \$ 48.75               | \$ -                   | \$ 1,000.00            | \$ 1,000.00            | 0.00%            |
| Professional Services          | 7100    | \$ -                   | \$ -                   | \$ -                   | \$ 147,501.00          | \$ 147,501.00          | 0.00%            |
| Legal Services                 | 7110    | \$ -                   | \$ 4,257.00            | \$ -                   | \$ 90,000.00           | \$ 90,000.00           | 0.00%            |
| Typeset and Print Services     | 7115    | \$ -                   | \$ -                   | \$ -                   | \$ 36,600.00           | \$ 36,600.00           | 0.00%            |
| Instructor Services            | 7120    | \$ 2,899.10            | \$ 15,733.75           | \$ 2,899.10            | \$ 77,265.00           | \$ 74,365.90           | 3.75%            |
| PERS Admin Fees                | 7125    | \$ 87.84               | \$ 88.60               | \$ 87.84               | \$ 2,200.00            | \$ 2,112.16            | 3.99%            |
| Audit Services                 | 7130    | \$ -                   | \$ -                   | \$ -                   | \$ 20,875.00           | \$ 20,875.00           | 0.00%            |
| Medical & Health Svcs (HR)     | 7140    | \$ -                   | \$ 100.00              | \$ -                   | \$ 12,170.00           | \$ 12,170.00           | 0.00%            |
| Security Services              | 7150    | \$ -                   | \$ 330.00              | \$ -                   | \$ 5,422.00            | \$ 5,422.00            | 0.00%            |
| Entertainment Services         | 7160    | \$ -                   | \$ -                   | \$ -                   | \$ 5,800.00            | \$ 5,800.00            | 0.00%            |
| Business Services              | 7180    | \$ 21,190.57           | \$ 26,851.39           | \$ 21,190.57           | \$ 107,769.00          | \$ 86,578.43           | 19.66%           |
| Umpire/Referee Services        | 7190    | \$ -                   | \$ -                   | \$ -                   | \$ 1,650.00            | \$ 1,650.00            | 0.00%            |
| Subscriptions                  | 7210    | \$ -                   | \$ 9.99                | \$ -                   | \$ 2,550.00            | \$ 2,550.00            | 0.00%            |
| Rents & Leases - Equip         | 7310    | \$ 712.48              | \$ 123.93              | \$ 712.48              | \$ 31,620.00           | \$ 30,907.52           | 2.25%            |
| Bldg/Field Leases & Rental     | 7320    | \$ -                   | \$ -                   | \$ -                   | \$ 60.00               | \$ 60.00               | 0.00%            |
| Event Supplies                 | 7410    | \$ -                   | \$ 465.00              | \$ -                   | \$ 6,040.00            | \$ 6,040.00            | 0.00%            |
| Supplies                       | 7420    | \$ -                   | \$ -                   | \$ -                   | \$ 11,500.00           | \$ 11,500.00           | 0.00%            |
| Bingo Supplies                 | 7430    | \$ -                   | \$ 1,224.58            | \$ -                   | \$ 4,800.00            | \$ 4,800.00            | 0.00%            |
| Sporting Goods                 | 7440    | \$ -                   | \$ 1,583.01            | \$ -                   | \$ 7,700.00            | \$ 7,700.00            | 0.00%            |
| Arts and Craft Supplies        | 7450    | \$ -                   | \$ -                   | \$ -                   | \$ 4,025.00            | \$ 4,025.00            | 0.00%            |
| Training Supplies              | 7460    | \$ -                   | \$ -                   | \$ -                   | \$ 1,920.00            | \$ 1,920.00            | 0.00%            |
| Small Tools                    | 7500    | \$ 54.35               | \$ -                   | \$ 54.35               | \$ 6,000.00            | \$ 5,945.65            | 0.91%            |
| Safety Supplies                | 7510    | \$ -                   | \$ 260.00              | \$ -                   | \$ 4,215.00            | \$ 4,215.00            | 0.00%            |
| Uniform Allowance              | 7610    | \$ -                   | \$ -                   | \$ -                   | \$ 12,490.00           | \$ 12,490.00           | 0.00%            |
| Safety Clothing                | 7620    | \$ -                   | \$ -                   | \$ -                   | \$ 5,404.00            | \$ 5,404.00            | 0.00%            |
| Transportation and Travel      | 7700    | \$ -                   | \$ -                   | \$ -                   | \$ 600.00              | \$ 600.00              | 0.00%            |
| Conference&Seminar Staff       | 7710    | \$ -                   | \$ 2,724.00            | \$ -                   | \$ 30,591.00           | \$ 30,591.00           | 0.00%            |
| Conference&Seminar Board       | 7715    | \$ 150.00              | \$ 42.00               | \$ 150.00              | \$ 4,450.00            | \$ 4,300.00            | 3.37%            |
| Conference&Seminar Travel Exp  | 7720    | \$ -                   | \$ 1,149.83            | \$ -                   | \$ 26,949.00           | \$ 26,949.00           | 0.00%            |
| Out of Town Travel Board       | 7725    | \$ -                   | \$ -                   | \$ -                   | \$ 2,420.00            | \$ 2,420.00            | 0.00%            |
| Private Vehicle Mileage        | 7730    | \$ -                   | \$ -                   | \$ -                   | \$ 6,025.00            | \$ 6,025.00            | 0.00%            |
| Buses/Excursions               | 7750    | \$ 2,258.35            | \$ -                   | \$ 2,258.35            | \$ 33,500.00           | \$ 31,241.65           | 6.74%            |
| Tuition/Book Reimbursement     | 7760    | \$ -                   | \$ -                   | \$ -                   | \$ 4,000.00            | \$ 4,000.00            | 0.00%            |
| Utilities - Gas                | 7810    | \$ -                   | \$ 2,025.84            | \$ -                   | \$ 38,740.00           | \$ 38,740.00           | 0.00%            |
| Utilities - Water              | 7820    | \$ -                   | \$ 105,037.29          | \$ -                   | \$ 910,143.00          | \$ 910,143.00          | 0.00%            |
| Utilities - Electric           | 7830    | \$ -                   | \$ 21,432.18           | \$ -                   | \$ 217,575.00          | \$ 217,575.00          | 0.00%            |
| Airport Assessment Exp         | 7840    | \$ -                   | \$ -                   | \$ -                   | \$ 14,000.00           | \$ 14,000.00           | 0.00%            |
| Awards and Certificates        | 7910    | \$ 735.00              | \$ -                   | \$ 735.00              | \$ 16,130.00           | \$ 15,395.00           | 4.56%            |
| Meals for Staff Training       | 7920    | \$ -                   | \$ 171.42              | \$ -                   | \$ 3,500.00            | \$ 3,500.00            | 0.00%            |
| Employee Morale                | 7930    | \$ -                   | \$ -                   | \$ -                   | \$ 5,500.00            | \$ 5,500.00            | 0.00%            |
| COP Debt - PV Fields           | 7950    | \$ -                   | \$ -                   | \$ -                   | \$ 217,560.00          | \$ 217,560.00          | 0.00%            |
| Reserve Computer Fleet         | 7971    | \$ 5,000.00            | \$ -                   | \$ 5,000.00            | \$ 5,000.00            | \$ 5,000.00            | 100.00%          |
| Reserve Dry Period             | 7973    | \$ 65,203.00           | \$ -                   | \$ 65,203.00           | \$ 65,203.00           | \$ 65,203.00           | 100.00%          |
| Reserve Capital Improvements   | 7974    | \$ 20,000.00           | \$ -                   | \$ 20,000.00           | \$ 20,000.00           | \$ 20,000.00           | 100.00%          |
| Reserve Repair/Oper/Admin      | 7975    | \$ 20,000.00           | \$ -                   | \$ 20,000.00           | \$ 20,000.00           | \$ 20,000.00           | 100.00%          |
| Reserve - Compensated Absences | 7976    | \$ 25,000.00           | \$ -                   | \$ 25,000.00           | \$ 25,000.00           | \$ 25,000.00           | 100.00%          |
| <b>Services and Supplies</b>   |         | <b>\$ 341,250.30</b>   | <b>\$ 343,764.84</b>   | <b>\$ 341,250.30</b>   | <b>\$ 3,876,468.00</b> | <b>\$ 3,670,420.70</b> | <b>8.80%</b>     |
| <b>YTD Comparison</b>          |         |                        |                        | <b>\$ (2,514.54)</b>   |                        |                        |                  |
| Capital                        | 8400    | \$ -                   | \$ -                   | \$ -                   | \$ 765,000.00          | \$ 765,000.00          | 0.00%            |
| Equip/Facility Replacement     | 8420    | \$ -                   | \$ -                   | \$ -                   | \$ 97,500.00           | \$ 97,500.00           | 0.00%            |
| ECAA Loan-Lighting Project     | 8483    | \$ -                   | \$ 52.50               | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Pool Vacuum                    | 8486    | \$ -                   | \$ 5,203.25            | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Prop68-Arneill Ranch Park      | 8496    | \$ -                   | \$ -                   | \$ -                   | \$ 3,080.00            | \$ 3,080.00            | 0.00%            |
| <b>Capital</b>                 |         | <b>\$ -</b>            | <b>\$ 5,255.75</b>     | <b>\$ -</b>            | <b>\$ 865,580.00</b>   | <b>\$ 865,580.00</b>   | <b>0.00%</b>     |
| <b>YTD Comparison</b>          |         |                        |                        | <b>\$ (5,255.75)</b>   |                        |                        |                  |
| <b>Total Expenses</b>          |         | <b>\$ 1,038,730.64</b> | <b>\$ 1,014,854.08</b> | <b>\$ 1,038,730.64</b> | <b>\$ 9,802,086.00</b> | <b>\$ 8,898,558.36</b> | <b>10.60%</b>    |
| <b>YTD Comparison</b>          |         |                        |                        | <b>\$ 23,876.56</b>    |                        |                        |                  |
| <b>Total Revenue</b>           |         |                        |                        | <b>\$ 448,401.87</b>   |                        |                        |                  |
| <b>Total Expenses</b>          |         |                        |                        | <b>\$ 903,527.64</b>   |                        |                        |                  |
| <b>Revenue minus Expenses</b>  |         |                        |                        | <b>\$ (455,125.77)</b> |                        |                        |                  |

**General Ledger**  
**Fund 20 Assessment District**  
**July 2022 8.3%**

| Description                  | Account | Period Amount      | One Year Prior Actual | Year to Date          | Budget                 | Budget Remaining       | % of Budget Used |
|------------------------------|---------|--------------------|-----------------------|-----------------------|------------------------|------------------------|------------------|
| Tax Apport - Prior Year Sec  | 5130    | \$ -               | \$ -                  | \$ -                  | \$ (238.00)            | \$ (238.00)            | 0.00%            |
| Interest Earnings            | 5310    | \$ -               | \$ (33.50)            | \$ -                  | \$ -                   | \$ -                   | 0.00%            |
| Assessment Revenue           | 5500    | \$ -               | \$ -                  | \$ -                  | \$ (1,251,393.00)      | \$ (1,251,393.00)      | 0.00%            |
| <b>Revenue</b>               |         | <b>\$ -</b>        | <b>\$ 33.50</b>       | <b>\$ -</b>           | <b>\$ 1,251,631.00</b> | <b>\$ 1,251,631.00</b> | <b>0.00%</b>     |
| <b>YTD Comparison</b>        |         |                    |                       | <b>\$ (33.50)</b>     |                        |                        |                  |
| <b>Personnel</b>             |         |                    |                       |                       |                        |                        |                  |
| Full Time Salaries           | 6100    | \$ 926.69          | \$ 651.40             | \$ 926.69             | \$ 21,048.00           | \$ 20,121.31           | 4.40%            |
| Cell Phone Allowance         | 6108    | \$ 13.86           | \$ 13.86              | \$ 13.86              | \$ 162.00              | \$ 148.14              | 8.56%            |
| Retirement                   | 6120    | \$ 152.46          | \$ 110.58             | \$ 152.46             | \$ 3,601.00            | \$ 3,448.54            | 4.23%            |
| Employee Insurance           | 6130    | \$ 207.98          | \$ 110.12             | \$ 207.98             | \$ 4,386.00            | \$ 4,178.02            | 4.74%            |
| Workers Compensation         | 6140    | \$ 101.11          | \$ 71.55              | \$ 101.11             | \$ 2,787.00            | \$ 2,685.89            | 3.63%            |
| <b>Personnel</b>             |         | <b>\$ 1,402.10</b> | <b>\$ 957.51</b>      | <b>\$ 1,402.10</b>    | <b>\$ 31,984.00</b>    | <b>\$ 30,581.90</b>    | <b>4.38%</b>     |
| <b>YTD Comparison</b>        |         |                    |                       | <b>\$ 444.59</b>      |                        |                        |                  |
| <b>Services and Supplies</b> |         |                    |                       |                       |                        |                        |                  |
| Incidental Costs - Assess    | 6709    | \$ -               | \$ -                  | \$ -                  | \$ 19,444.00           | \$ 19,444.00           | 0.00%            |
| Tree Care                    | 6719    | \$ -               | \$ -                  | \$ -                  | \$ 88,502.00           | \$ 88,502.00           | 0.00%            |
| Contracted LS Services       | 6720    | \$ -               | \$ 37,993.21          | \$ -                  | \$ 516,049.00          | \$ 516,049.00          | 0.00%            |
| Park Amenities - Assess      | 6722    | \$ -               | \$ -                  | \$ -                  | \$ 34,000.00           | \$ 34,000.00           | 0.00%            |
| Registration Fees            | 6950    | \$ -               | \$ -                  | \$ -                  | \$ 70.00               | \$ 70.00               | 0.00%            |
| Approp Redev/Collection Fees | 6960    | \$ -               | \$ -                  | \$ -                  | \$ 3,500.00            | \$ 3,500.00            | 0.00%            |
| COP Debt - PV Fields         | 7950    | \$ -               | \$ -                  | \$ -                  | \$ 529,760.00          | \$ 529,760.00          | 0.00%            |
| <b>Services and Supplies</b> |         | <b>\$ -</b>        | <b>\$ 37,993.21</b>   | <b>\$ -</b>           | <b>\$ 1,191,325.00</b> | <b>\$ 1,191,325.00</b> | <b>0.00%</b>     |
| <b>YTD Comparison</b>        |         |                    |                       | <b>\$ (37,993.21)</b> |                        |                        |                  |
| <b>Total Expenses</b>        |         | <b>\$ 1,402.10</b> | <b>\$ 38,950.72</b>   | <b>\$ 1,402.10</b>    | <b>\$ 1,223,309.00</b> | <b>\$ 1,221,906.90</b> | <b>0.11%</b>     |
| <b>YTD Comparison</b>        |         |                    |                       | <b>\$ (37,548.62)</b> |                        |                        |                  |



**General Ledger  
Fund 30 Quimby Fee Fund  
July 2022 8.3%**

| Description                  | Account | Period Amount          | One Year Prior Actual  | Year to Date | Budget                 | Budget Remaining         | % of Budget Used |
|------------------------------|---------|------------------------|------------------------|--------------|------------------------|--------------------------|------------------|
| Interest Earnings            | 5310    | \$ -                   | \$ -                   | (20.20)      | \$ (5,125.00)          | \$ (5,125.00)            | 0.00%            |
| Park Dedication Fees         | 5400    | \$ (2,840,447.45)      | \$ (2,840,447.45)      | -            | \$ -                   | \$ 2,840,447.45          | 0.00%            |
|                              |         | \$ (2,840,447.45)      | \$ (2,840,447.45)      | (20.20)      | \$ (5,125.00)          | \$ 2,835,322.45          | 55423.36%        |
| <b>Revenue</b>               |         | <b>\$ 2,840,447.45</b> | <b>\$ 2,840,447.45</b> | <b>20.20</b> | <b>\$ 5,125.00</b>     | <b>\$ (2,835,322.45)</b> | <b>55423.36%</b> |
| Capital                      | 8400    | \$ -                   | \$ -                   | -            | \$ 1,400,000.00        | \$ 1,400,000.00          | 0.00%            |
| Arnell Ranch Park Renovation | 8464    | \$ -                   | \$ -                   | -            | \$ 93,008.59           | \$ 93,008.59             | 0.00%            |
| Pickleball Sports Complex    | 8493    | \$ -                   | \$ -                   | -            | \$ 1,382,519.19        | \$ 1,382,519.19          | 0.00%            |
|                              | 8493    | \$ -                   | \$ -                   | -            | \$ 2,875,527.78        | \$ 2,875,527.78          | 0.00%            |
| <b>Expense</b>               |         | <b>\$ -</b>            | <b>\$ -</b>            | <b>-</b>     | <b>\$ 2,875,527.78</b> | <b>\$ 2,875,527.78</b>   | <b>0.00%</b>     |

| Date Received | Amount                  | Amount Earmarked       | Developer                      | Development Case #    | Amount Expended        | Balance                | Allocation Date |
|---------------|-------------------------|------------------------|--------------------------------|-----------------------|------------------------|------------------------|-----------------|
| 7/31/14       | \$ 615,709.00           | \$ 720,600.00          | AMLI Residential               | Springville (RPD-173) | \$ 615,709.00          | \$ -                   | 7/31/2019       |
| 1/31/15       | \$ 2,250,489.70         | \$ 2,250,489.70        | Fairfield LLC                  |                       | \$ 1,894,048.35        | \$ 356,441.35          | 1/31/2020       |
| 8/8/16        | \$ 2,649,209.00         | \$ 3,200,000.00        | Comstock/Elaocora Mission Oaks |                       | \$ 1,685,146.03        | \$ 964,062.97          | 8/8/2021        |
| 8/10/16       | \$ 474,353.00           | \$ 629,500.00          | KB Homes**                     |                       | \$ 230,159.82          | \$ 244,193.18          | 8/10/2021       |
| 6/7/18        | \$ 21,612.25            | -                      | Crestview                      |                       | \$ -                   | \$ 21,612.25           | 6/7/2023        |
| 6/27/18       | \$ -                    | -                      | Aldersgate Construction        |                       | \$ 146,682.55          | \$ -                   | REFUNDED        |
| 3/6/19        | \$ 35,242.00            | -                      | Habitat for Humanity           |                       | \$ -                   | \$ 35,242.00           | 3/6/2024        |
| 9/12/19       | \$ -                    | -                      | Aldersgate Construction        |                       | \$ 92,200.46           | \$ -                   | REFUNDED        |
| 11/21/19      | \$ 1,264,500.00         | -                      | Shea Homes                     |                       | \$ -                   | \$ 1,264,500.00        | 11/21/2024      |
| 7/29/22       | \$ 2,840,447.45         | -                      | Williams Homes                 |                       | \$ -                   | \$ 2,840,447.45        | 7/29/2027       |
| 8/5/22        | \$ 347,625.00           | -                      | Somis Ranch                    |                       | \$ -                   | \$ 347,625.00          | 8/5/2027        |
| <b>Total</b>  | <b>\$ 10,499,187.40</b> | <b>\$ 6,800,589.70</b> |                                |                       | <b>\$ 4,663,946.21</b> | <b>\$ 6,074,124.20</b> |                 |

\*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes  
 \*\*Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

**General Ledger**  
**Fund 40 Park Impact Fee Fund**  
**July 2022 8.3%**

| Description       | Account | Period Amount | One Year Prior Actual | Year to Date | Budget          | Budget Remaining | % of Budget Used |
|-------------------|---------|---------------|-----------------------|--------------|-----------------|------------------|------------------|
| Interest Earnings | 5310    | \$ -          | \$ -                  | \$ -         | \$ (66.00)      | \$ (66.00)       | 0.00%            |
|                   | 5450    | \$ -          | \$ -                  | \$ -         | \$ (66.00)      | \$ (66.00)       | 0.00%            |
| <b>Revenue</b>    |         | <b>\$ -</b>   | <b>\$ -</b>           | <b>\$ -</b>  | <b>\$ 66.00</b> | <b>\$ 66.00</b>  | <b>0.00%</b>     |

**General Ledger**  
**Fund 50 CDBG - Food Share**  
**July 2022 8.3%**

| Description                   | Account | Period Amount      | One Year Prior Actual | Year to Date       | Budget              | Budget Remaining    | % of Budget Used |
|-------------------------------|---------|--------------------|-----------------------|--------------------|---------------------|---------------------|------------------|
| <b>Staffing Cost Recovery</b> | 5563    | \$ -               | \$ -                  | \$ -               | \$ (42,428.00)      | \$ (42,428.00)      | 0.00%            |
|                               |         | \$ -               | \$ -                  | \$ -               | \$ (42,428.00)      | \$ (42,428.00)      | 0.00%            |
| <b>Revenue</b>                |         | \$ -               | \$ -                  | \$ -               | \$ <b>42,428.00</b> | \$ <b>42,428.00</b> | <b>0.00%</b>     |
| Full Time Salaries            | 6100    | \$ 267.40          | \$ -                  | \$ 267.40          | \$ 34,508.00        | \$ 34,240.60        | 0.77%            |
| Part-Time Salaries            | 6110    | \$ 1,295.30        | \$ -                  | \$ 1,295.30        | \$ 5,333.00         | \$ 4,037.70         | 24.29%           |
| Retirement                    | 6120    | \$ 210.82          | \$ -                  | \$ 210.82          | \$ -                | \$ (210.82)         | 0.00%            |
| Workers Compensation          | 6140    | \$ 36.11           | \$ -                  | \$ 36.11           | \$ -                | \$ (36.11)          | 0.00%            |
| <b>Expense</b>                |         | \$ <b>1,809.63</b> | \$ -                  | \$ <b>1,809.63</b> | \$ <b>39,841.00</b> | \$ <b>38,031.37</b> | <b>4.54%</b>     |

|                    |    |           |
|--------------------|----|-----------|
| Revenue Budget     | \$ | 42,428.33 |
| Expense Total      | \$ | 29,222.57 |
| Percent of Revenue |    | 68.9%     |

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

**TO: BOARD OF DIRECTORS**

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

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID  
SPECIFICATIONS FOR TENNIS COURT  
RESURFACING AT MISSION OAKS PARK**

**BACKGROUND**

In July 2022, the District approved the 2022/23 annual budget to include capital improvement projects. One of the capital improvement projects approved was the resurfacing of the Mission Oaks tennis courts. This project has been allotted \$130,000.

Mission Oaks is a 20-acre park that was built in two phases with the first phase completed in 1993 and the second phase was finalized in 1996. This park has many amenities including six (6) lighted tennis courts. The concrete on the six (6) tennis courts at Mission Oaks Park have been popping due to bad concrete. In 2002, Court 1 was resurfaced with an acrylic concrete surfacer that was to stop the popping, but unfortunately it did not hold, and staff has filled the larger areas over time. These courts were last resurfaced in 2006 with an acrylic sealer and paint.

**ANALYSIS**

The courts are losing the acrylic coating which can result in a slippery playing surface that impacts both the enjoyment and the safety of the players. Staff has patched and painted the courts as needed for a quick fix to the concrete popping.

Tennis court resurfacing is actually a two-phase process that involves repair of the existing court structure followed by the application of an acrylic coating system. Due to temperature changes, even well-constructed hard courts develop cracks over time. Resurfacing a tennis court involves reconditioning the existing worn-out and damaged court structure and giving it a new life to make it safe and playable again. Re-surfacing tennis courts is significant for two main reasons: safety and appearance.

This project will resurface, reseal, and repaint the courts to protect the subsurface and provide a safe playing surface. Upon completion of this project, it is recommended, should the capital budget allow, that tennis courts are resurfaced every 4 to 8 years in order to keep them in good condition.

**DESCRIPTION OF WORK:**

- High Pressure wash all 6 courts to remove Blistering and Peeling Coating and to have a clean surface to work with
- Grind high edges of cracks caused by slab rebar to close to the surface
- Remove raised hollow area of concrete slab where rebar is too close to slab surface

- Cut out rebar and fill void with cement modifier
- Repair cracks and spalls with Acrylic Crack Patch by SportMaster
- Apply by squeegee One (1) coat of Acrylic Resurfacer Coating with #90 silica sand
- Apply by squeegee One (1) coat of SportMaster Acrylic Texture System with #90 silica sand
- Apply by squeegee One (1) coat of SportMaster Color System with no silica sand (paint the same colors as the courts are now)
- Paint Two (2) inch play lines by hand between masking tape (White)
- Caulking: Remove existing material in Center expansion joints and install self-leveling caulking in center expansion joints

The RFP will open on September 12, 2022 and close on October 6, 2022 at 10:00 am. The projected project start date would be November 28, 2022 with an approximate completion date of December 16, 2022.

**TIME LINE**

|  |                    |          |
|--|--------------------|----------|
| Request for Bid Proposals released:    | September 12, 2022 |          |
| Mandatory job walk:                    | September 27, 2022 | 9:30 am  |
| Questions in by:                       | September 30, 2022 | 12:00 pm |
| Proposals must be received by:         | October 6, 2022    | 10:00 am |
| Contract award:                        | November 3, 2022   |          |
| Project approx. start date:            | November 28, 2022  |          |
| Project completion date no later than: | December 16, 2022  |          |

**FISCAL IMPACT**

The action before the Board at this time has no current fiscal impact however, it will have a fiscal impact when bids come back. The Board allocated \$130,000 for this project.

**RECOMMENDATION**

It is recommended that the Board approve the bid specifications for tennis court resurfacing at Mission Oaks Park and direct staff to solicit proposals for the approved bid specifications.

**ATTACHMENTS**

- 1) RFP (4 pages)
- 2) Specifications (73 pages)

**Bid Specifications for  
Re-Surfacing the  
Mission Oaks Tennis  
Courts**

**Invitation to Bid:  
Due October 6, 2022 at 10:00 am**



**[www.pvrpd.org](http://www.pvrpd.org) • 805-482-1996**

**Bob Cerasuolo**  
**Park Services Manager**  
Pleasant Valley Recreation  
and Park District, Camarillo, CA  
805-482-5396 ext 301  
[bobc@pvrpd.org](mailto:bobc@pvrpd.org)  
[www.pvrpd.org](http://www.pvrpd.org)

## INVITATION TO BID

Pleasant Valley Recreation and Park District (“District”) is seeking bids for the resurfacing of the six (6) Tennis Courts located at 5501 Mission Oaks Blvd, Camarillo CA 93012 to the specifications. There will be a mandatory job walk on September 27, 2022 at 9:30 am. This is a Prevailing Wage Project.

## DESCRIPTION OF WORK:

- A. High Pressure wash all 6 courts to remove Blistering and Peeling Coating and to have a clean surface to work with
- B. Grind high edges of cracks caused by slab rebar close to the surface
- C. Remove raised hollow area of concrete slab where rebar is too close to slab surface
- D. Cut out rebar and fill void with cement modifier
- E. Repair cracks and spalls with Acrylic Crack Patch by SportMaster
- F. Apply by squeegee One (1) coat of Acrylic Resurfacer Coating with #90 silica sand
- G. Apply by squeegee One (1) coat of SportMaster Acrylic Texture System with #90 silica sand
- H. Apply by squeegee One (1) coat of SportMaster Color System with no silica sand (paint the same colors as the courts are now)
- I. Paint Two (2) inch play lines by hand between masking tape (White)
- J. Caulking: Remove existing material in Center expansion joints and install self-leveling caulking in center expansion joints

## BASIC OF SPECIFICATIONS

Refer to manufacturer’s specifications unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specification for Public Works Construction (the “Green Book”) latest edition.

## PROPOSAL PROCESS

The proposal process will consist of a written presentation (2 copies). The following shall be included in your written proposal:

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

## **EVALUATION OF BID PROPOSALS**

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

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License with a classification of a “C” and a City of Camarillo business license and the proper insurance and bonding.
- Ability to possess a D.I.R. number.
- This is a Prevailing Wages Project.

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

## **CONSTRUCTION SCHEDULE**

Within ten (10) days of the District’s Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

**Contract award November 3, 2022**

**Project start date approx. November 28, 2022**

**Project completion date no later than December 16, 2022**

## **HOURS OF OPERATION**

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

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

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM; upon District approval

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

## **DESCRIPTION**

The work to be performed under this Specification, No. 2021-02 consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.



# Invitation to Bid: Due October 6, 2022, 10:00 am

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## TIME LINE

|  |                    |          |
|--|--------------------|----------|
| Request for Bid Proposals released:    | September 12, 2022 |          |
| Mandatory job walk:                    | September 27, 2022 | 9:30 am  |
| Questions in by:                       | September 30, 2022 | 12:00 pm |
| Proposals must be received by:         | October 6, 2022    | 10:00 am |
| Contract award:                        | November 3, 2022   |          |
| Project approx. start date:            | November 28, 2022  |          |
| Project completion date no later than: | December 16, 2022  |          |

## PROPOSAL DEADLINE

The deadline for the bid proposal is **October 6, 2022, 10:00 am**. Proposal must be submitted in a sealed envelope marked ***Bid Mission Oaks Resurfacing Tennis Courts***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 60 days.

Please submit Two (2) copies of the proposal to:

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

**FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED**

## ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo**, Park Services Manager  
805-482-5396 ext. 301

E-Mail [bobc@pvrpd.org](mailto:bobc@pvrpd.org)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**Mission Oaks Resurfacing Tennis Court  
PROJECT**

**FISCAL YEAR 2022-2023**

**SPEC NO. MOTC -1**

**BID RELEASED: September 12, 2022**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**Mission Oaks Resurfacing Tennis Courts  
PROJECT**

**SPEC NO. MOTC-1**

**FISCAL YEAR 2022-2023**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo, Park Services Manager

Date 9/6/2022

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**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**Mission Oaks Resurfacing Tennis Courts  
PROJECT**

**SPEC NO. MOTC-1**

**FISCAL YEAR 2022-2023**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....i

NOTICE INVITING SEALED BIDS .....A-1 - A-4

INSTRUCTIONS TO BIDDERS .....B-1 - B-6

BID FORM .....C-1 - C-5

BID BOND .....D-1 - D-2

INFORMATION REQUIRED OF BIDDERS .....E-1 - E-8

AGREEMENT .....F-1 - F-4

FAITHFUL PERFORMANCE BOND .....G-1

LABOR AND MATERIAL BOND .....H-1 - H-2

WORKERS’ COMPENSATION CERTIFICATE.....I-1

APPRENTICESHIP REQUIREMENTS.....J-1

GENERAL PROVISIONS .....GP-1 - GP-6

SPECIAL PROVISIONS.....SP-1 - SP-23

TECHNICAL SPECIFICATIONS .....TP-1 – TP-\_\_

CONSTRUCTION DRAWINGS .....APPENDIX A

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
NOTICE INVITING SEALED BIDS**

**FOR THE**

**Mission Oaks Resurfacing Tennis Courts PROJECT  
SPEC NO. MOTC-1**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Thursday, October 6, 2022**, at which time they will be publicly opened and read aloud in the **Conference Room, Camarillo, California**, for performing the following work:

**Mission Oaks Resurfacing Tennis Courts PROJECT  
SPEC NO. MOTC-1**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words “**Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC. NO. MOTC-1**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting Tuesday, **September 27, 2022, at 9:30 A.M., at the job site at 5501 Mission Oaks Blvd, Camarillo California 93012.**

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to complete the project. The work will take place at 5501 Mission Oaks Blvd in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE ENGINEER’S ESTIMATE FOR THIS PROJECT IS: \$100,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **TEN (10) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/> **NO PLANS**. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**B**" or "**C**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

**DISTRICT'S RIGHTS RESERVED:** The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. \_\_\_\_\_.**

**BID QUESTIONS:** All bid questions shall be submitted by email to Bob Cerasuolo, [bobc@pvrpd.org](mailto:bobc@pvrpd.org) by September 29, 2022 for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrpd.org/>) within 24 hours after bid opening.

## INSTRUCTIONS TO BIDDERS

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. \_\_\_\_\_.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-1.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

**DELIVERY OF BIDS:** The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

**WITHDRAWAL OF BID:** The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

**BID GUARANTY:** Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of



unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

**INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.**

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District:

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder’s risk insurance.** Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder’s risk insurance for the entire duration of the project until only the District has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design

Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

**Agency's right to revise requirements.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

**Timely notice of claims.** Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.**

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers

**SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND:** All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond’s validity.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage



Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**SAFETY PERMIT:** The Contractor, and not the District, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**Mission Oaks Resurfacing Tennis Courts PROJECT**

**SPEC NO. MOTC-1**

**FISCAL YEAR 2022-2023**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**Mission Oaks Resurfacing Tennis Courts PROJECT**

**SPEC NO. \_MOTC-1**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-1**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

- CY .....Cubic yard
- EA .....Each
- LF .....Linear foot
- LS.....Lump sum
- SF .....Square foot
- SY .....Square yard
- TON .....Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-1**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**Mission Oaks Resurfacing Tennis Courts PROJECT  
SPEC NO. MOTC-1**

**BID SCHEDULE**

| ITEM NO. | DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|--|--------------------|------|-----------|-------------------|------|
| 1.       | High Pressure wash all 6 courts  |                    |      |           |                   |      |
| 2.       | Grind high edges caused by raising of concrete   |                    |      |           |                   |      |
| 3.       | Remove raised hollow area of concrete slab where rebar is too close to slab surface              |                    |      |           |                   |      |
| 4.       | Cut out rebar and fill void with cement modifier   |                    |      |           |                   |      |
| 5.       | Repair cracks and spalls with acrylic Crack Patch by SportMaster                                 |                    |      |           |                   |      |
| 6.       | Squeegee 1 coat Acrylic Resurfacer with #90 silica sand  |                    |      |           |                   |      |
| 7.       | Squeegee 1 coat SportMaster Acrylic Texture System with #90 silica sand                          |                    |      |           |                   |      |
| 8.       | Squeegee 1 coat SportMaster color system with no silica sand paint to match existing colors      |                    |      |           |                   |      |
| 9.       | Paint 2-inch play lines White  |                    |      |           |                   |      |
| 10.      | Caulking: Remove existing material in center expansion joints and install self-leveling caulking |                    |      |           |                   |      |
| 11.      |  |                    |      |           |                   |      |
| 12.      |  |                    |      |           |                   |      |
| 13.      |  |                    |      |           |                   |      |
| 14.      |  |                    |      |           |                   |      |

| ITEM NO.                        | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|---------------------------------|-------------|--------------------|------|-----------|-------------------|------|
| 15.                             |             |                    |      |           |                   |      |
| 16.                             |             |                    |      |           |                   |      |
| 17.                             |             |                    |      |           |                   |      |
| 18.                             |             |                    |      |           |                   |      |
| 19.                             |             |                    |      |           |                   |      |
| 20.                             |             |                    |      |           |                   |      |
| 21.                             |             |                    |      |           |                   |      |
| 22.                             |             |                    |      |           |                   |      |
| 23.                             |             |                    |      |           |                   |      |
| 24.                             |             |                    |      |           |                   |      |
| TOTAL BID AMOUNT IN FIGURES     |             |                    |      |           | \$                |      |
| TOTAL BID AMOUNT IN WORDS _____ |             |                    |      |           |                   |      |
| _____                           |             |                    |      |           |                   |      |

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder’s signature is required to verify he/she has reviewed the Code Sections.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we \_\_\_\_\_  
as Principal, hereinafter referred to as "Contractor" and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the \_\_\_\_\_

and will furnish all required certificates of insurance and bonds as required by the Contract.

**NOW, THEREFORE**, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**



## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of Firm: \_\_\_\_\_  
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

(6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) Number of years of experience as a Contractor in construction work. \_\_\_\_\_

(9) List at least three (5) completed projects completed in the last 24 months:

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: \_\_\_\_\_

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes ( ) No ( )

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_ ) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**State License Number and Classification**

\_\_\_\_\_  
**Street Address City State Zip Code**

\_\_\_\_\_  
**Telephone Number**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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



## AGREEMENT

**THIS AGREEMENT** made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and \_\_\_\_\_ hereinafter referred to as the "**Contractor**".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "**Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-1**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **Twenty-One (21) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

**ARTICLE IV:** The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

**ARTICLE VII:** The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

**ARTICLE VIII:** The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**ARTICLE IX:** Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

**ARTICLE X:** The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter “Claims or Liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

**ARTICLE XI:** The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XII:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

**ARTICLE XIII:** Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District’s or a public utility’s failure to provide for removal or relocation of utility facilities.

**ARTICLE XIV:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

**ARTICLE XV:** No officer or employee of the District shall have any financial interest in this Agreement, nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor 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.

**ARTICLE XVI:** 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.

**ARTICLE XVII:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**ARTICLE XVIII:** District will timely notify Contractor of any third-party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY  
RECREATION & PARK DISTRICT,  
CALIFORNIA**

Dated \_\_\_\_\_, 2022

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 2022

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**LABOR AND MATERIAL BOND  
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to \_\_\_\_\_, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

**Mission Oaks Resurfacing Tennis Courts PROJECT**

**SPEC NO. MOTC-1**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)



**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

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**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information”** states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

**SCOPE OF WORK:** This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place at 5501 Mission Oaks Blvd in Camarillo, California.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

**LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

**RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

**MONIES MAY BE RETAINED:** The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

**SALES AND/OR TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**ALLOWABLE VARIATION:** When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 426 – 426.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**EMERGENCY INFORMATION:** The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

**EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

**PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PAYROLL RECORDS:** The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

“(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

**ASSIGNMENT OF ANTITRUST ACTIONS:** The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.





## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **Mission Oaks Resurfacing Tennis Courts PROJECT**

#### **SPEC NO. MOTC-1**

#### **FISCAL YEAR 2022-2023**

#### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

**PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within Twenty-One (21) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the

final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

**F. RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

**G. SUBSTITUTION OF SECURITIES FOR RETENTION:** Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

**H. NO PERSONAL LIABILITY:** No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

**J. ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

**K. NOISE CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

**L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

**M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

**N. LEGAL ACTIONS AGAINST THE DISTRICT:** In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the

Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of

that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.



“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

]

**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not

comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. CONFERENCES AND MEETING:** When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
  - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.

- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any project under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other projects.
  - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days

or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

## **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

### **"20104. Application of article; provisions included in plans and specifications**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991."

**"20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of

receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.



(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**W. WORKING HOUR RESTRICTIONS:** Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the

State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

## **Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

## **Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

## **2. PUBLIC CONVENIENCE AND SAFETY**

**A. GENERAL:** In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

**F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise ensure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite

and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary “No Parking” signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: “Traffic Control” no additional compensation will be allowed therefor.



## **TECHNICAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

#### **Mission Oaks Resurfacing Tennis Courts PROJECT SPEC NO. MOTC-1\_\_\_\_\_**

- A. High Pressure wash all 6 courts to remove Blistering and Peeling Coating and to have a clean surface to work with
- B. Grind high edges of cracks caused by slab rebar being too close to the surface
- C. Remove raised hollow area of concrete slab where rebar is too close to slab surface
- D. Cut out rebar and fill void with cement modifier
- E. Repair cracks and spalls with Acrylic Crack Patch by SportMaster
- F. Apply by squeegee One (1) coat of Acrylic Resurfacer Coating with #90 silica sand
- G. Apply by squeegee One (1) coat of SportMaster Acrylic Texture System with #90 silica sand
- H. Apply by squeegee One (1) coat of SportMaster Color System with no silica sand (paint the same colors as the courts are now)
- I. Paint Two (2) inch play lines by hand between masking tape (White)
- J. Caulking: Remove existing material in Center expansion joints and install self-leveling caulking in center expansion joints

APPENDIX A

**CONSTRUCTION DRAWINGS**

**N/A**

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

**TO: BOARD OF DIRECTORS**

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

**DATE: September 7, 2022**

**SUBJECT: APPROVAL OF THE PURCHASE OF A TORO DINGO  
UTILITY TRACTOR**

**BACKGROUND**

At the July 2022 District Board meeting, the Board approved an allocation of \$55,000 from the capital budget for the purchase of a new utility tractor. The District completes a wide range of projects using District staff. Staff uses a combination of District owned equipment and rental equipment to complete each project. Staff analyzed the frequency each piece of equipment is used to determine if it is cost effective for the District to purchase a piece of equipment or continue to rent. After looking at rentals over the last three years and taking planned projects into consideration, staff is recommending that it is cost effective for the District to purchase a Toro Dingo utility tractor.

**ANALYSIS**

District staff continues to complete a wide variety of projects each year. Each project requires many different tools and equipment. Staff has identified the Toro Dingo as a piece of equipment that can accommodate the variety of projects staff completes. The Dingo utility tractor can be equipped with over 35 different attachments. Staff looked at what pieces of equipment the District rents the most and it was found that since 2019, the District has spent more than \$16,000 renting a trencher and stump grinder to complete projects.

With the planned turf mitigation projects throughout the District, staff will utilize the trencher for several projects immediately. Along with saving on rental fees, owning the utility tractor will save on staff time. Over the last year, staff has had a difficult time securing rental equipment. There have been times when vendors do not have equipment available. There have been instances when staff reserves a piece of equipment but there are delays in delivering the piece of equipment. Delays in delivery can set back a project by days if not weeks. Owning the piece of equipment will ensure the machine is available, properly maintained, and ready to operate.

The Toro Dingo is a versatile piece of equipment. Along with its trenching capability, the Dingo is equipped with a stump grinder attachment. District staff uses a stump grinder several times a year. Any time a tree is removed, the remaining tree stump must be ground down. If there are invasive roots from a tree, they need to be ground down to avoid property damage or tripping hazards. Staff typically will wait until there are several stumps or roots to remove before a stump grinder is usually rented. This allows staff to address multiple hazards at one time to maximize the rental.

Staff received a quote from Turf Star Western for the piece of equipment and attachments for \$51,683. Turf Star Western is part of Sourcewell cooperative purchasing contracts. Cooperative

purchasing is a procurement conducted by, or on behalf of, one or more public procurement units. Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Per Turf Star's contract with Sourcewell, the Dingo tractor is offered at 17% below the MSRP.

**FISCAL IMPACT**

This action will utilize funds currently allocated in the Capital Fund not to exceed the amount of \$55,000.

**RECOMMENDATION**

It is recommended that the Board approve the purchase of a new Toro Dingo Utility Tractor not to exceed the amount of \$55,000.

**ATTACHMENT**

- 1) 2022 Toro Dingo Utility Tractor Specifications (11 pages)
- 2) Quote (5 pages)
- 3) Sourcewell Pricing (1 page)

**TORO**

# DINGO® COMPACT UTILITY LOADERS

WHEELED / TRACKED / VERTICAL LIFT / RADIAL LIFT



# SAVE LABOR, DO MORE AND FINISH FASTER.

Think of all the tasks you do every day. Now imagine how much faster you could do them with a Toro® Dingo®. The versatile Dingo is an efficient alternative to hand labor, skid-steer loaders and compact track loaders — especially in tight spots other equipment can't reach. And the light footprint is gentle on turf. It's a simple way to boost productivity and expand your business — and now our full lineup offers more choices than ever. Whether you need wheels or tracks, gas or diesel, or radial lift or vertical lift capabilities, there's a Dingo that's right for you.



**HANDLE VIRTUALLY ANY TASK**

The Dingo works with a wide range of available attachments. You can do anything from augering, earthmoving, tilling and trenching to leveling, lifting, hauling and demolishing with one machine. Plus, with our full lineup, you can choose from gasoline or diesel models with tracks or wheels to fit the jobs you need to do.



## DINGO SELECTION GUIDE

| WHEELED MODELS  |            |        |         | TRACKED MODELS                                 |   |               |        |         |             |               |
|---|------------|--------|---------|--|---|---------------|--------|---------|-------------|---------------|
| <i>Available in both wide and narrow track</i>  |            |        |         | <i>Available in both wide and narrow track</i> |   |               |        |         |             |               |
|   | Gas        | Diesel | Ride-On | Radial Lift                                    |   | Gas           | Diesel | Ride-On | Radial Lift | Vertical Lift |
|  | Dingo 220  | X      | X       | X  | X | Dingo TX 427  | X      | *       | X           | X             |
|   | Dingo 323  | X      | X       | X  | X | Dingo TX 525  | X      | *       | X           | X             |
|   | Dingo 320D |        | X       | X  | X | Dingo TX 1000 | X      | X       | X           | X             |

\*Ride-on platform available as optional part

TX 1000

# REACH HIGHER AND LIFT MORE

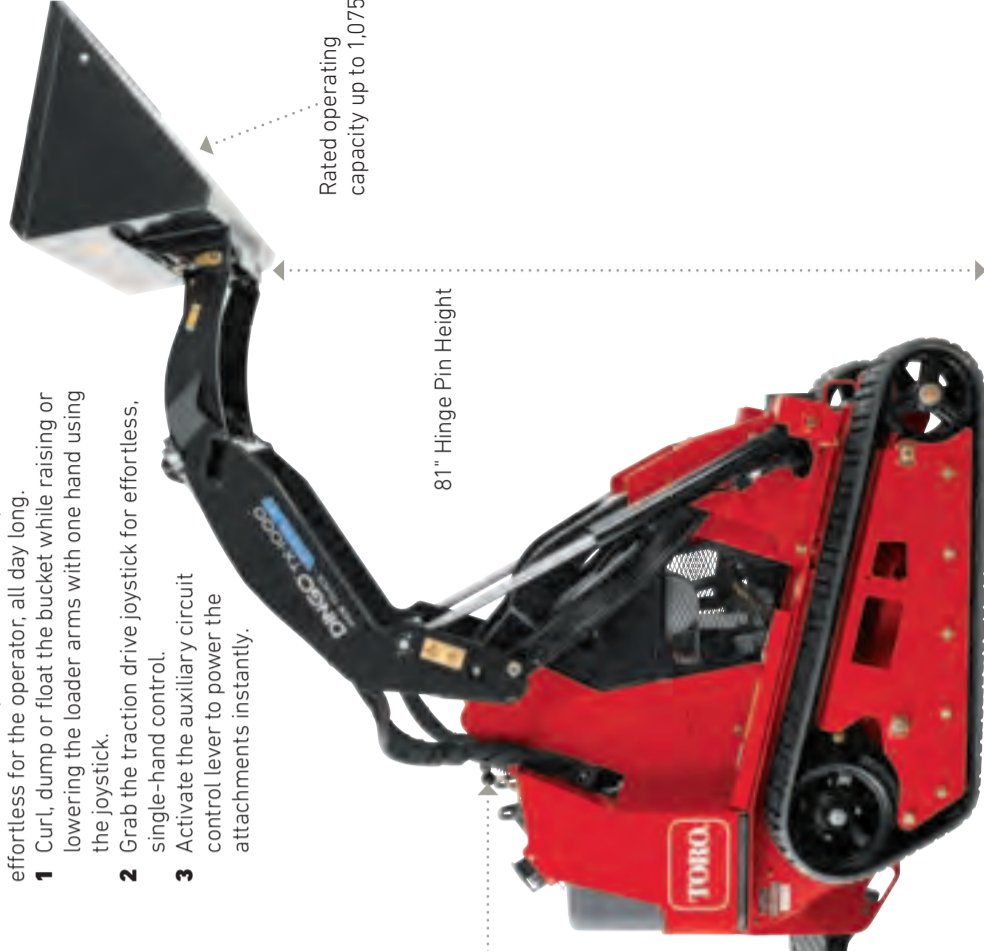
## THE COMPACT UTILITY LOADER, REDEFINED.

The all-new TX 1000 - a giant step forward in performance and versatility. This lightweight maneuverable machine packs unmatched strength and reach in a compact package for the ultimate working advantage. The 1,000 pound rated operating capacity makes the TX 1000 a powerful, compact alternative to larger skid steer loaders and other machines.

### TX 1000 CONTROLS

New patent-pending control system exclusive to the Toro TX 1000 provides intuitive operation that's effortless for the operator, all day long.

- 1 Curl, dump or float the bucket while raising or lowering the loader arms with one hand using the joystick.
- 2 Grab the traction drive joystick for effortless, single-hand control.
- 3 Activate the auxiliary circuit control lever to power the attachments instantly.



Auxiliary flow of 15.2 gpm

81" Hinge Pin Height

Rated operating capacity up to 1,075 lbs

Maximum ground speed of 4.7 mph

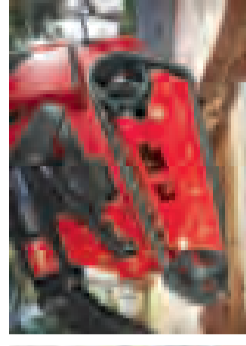
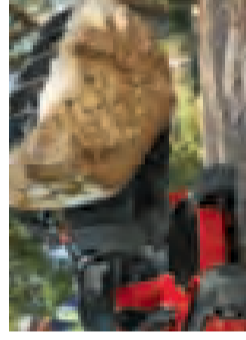
## TX 1000 FEATURES

**UNMATCHED STRENGTH**  
Vertical lift loader arms allow the TX 1000 to lift and transport heavy loads with a category-leading rated operating capacity of 1,000 lbs.

**MAXIMUM HEIGHT AND REACH**  
The 81" (206 cm) hinge pin height allows attachments to easily clear the side of 30-yard dumpsters or one-ton trucks.

**HIGH DRIVE TRACK SYSTEM**  
Ideal for the demands of any jobsite to outperform on any surface, even sand or loose gravel.

**COMPACT FOOTPRINT**  
The narrow model is just 33.7" (86 cm) wide and fits through standard 36" gates. At just 41" (104 cm) wide, the wide-track model is also easy to maneuver.



## TX 427 & TX 525 TRACKED DINGO

# MORE WORK IN LESS TIME

## RUGGED AND DEPENDABLE.

The original tracked compact utility loaders, Toro Dingo TX 427 & 525 models deliver durability and reliability pros and Do-It-Yourselfers trust, combined with powerful performance and incredible versatility. For operators who are frequently switching tasks or moving things out of the way, these walk-behind models provide greater productivity due to the ability to walk up to the machine and go. In addition, with walk-behind Dingos, operators don't feel the bumps when going over rough terrain.

### EXCLUSIVE TX CONTROLS

Three simple controls let operators get to work fast:

- 1** Curl, dump or float the bucket while raising or lowering the loader arms with one hand using the joystick.
- 2** Grab the one-handed traction drive from any angle for effortless control.
- 3** Activate the auxiliary circuit control lever to power the attachments instantly.



## TX 427 & TX 525 FEATURES

### LOW-IMPACT FOOTPRINT

Long-lasting, Kevlar® reinforced tracks disperse weight evenly for a light footprint on turf, while delivering better traction in sandy or wet ground conditions.

### EASY-TO-USE PLATFORM

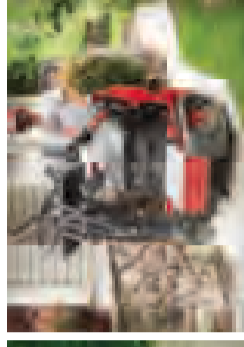
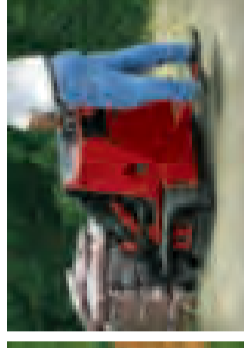
Quickly and easily bolted on to Toro Dingo TX 427 & 525 models, this ride-on platform helps minimize operator fatigue when the job requires a lot of hauling or covers substantial distances. The platform can be flipped up – out of the way – any time the operator wishes.

### HIGH-PERFORMANCE HYDRAULICS

The 4-pump hydraulic system directs power right where you need it. Operate the loader, bucket, traction and auxiliary drives at the same time for increased operator efficiency.

### DIESEL AND GAS ENGINES

Choose a gas model for easy maintenance and cold-weather starting. Or choose diesel for better performance in high altitudes and warmer climates, along with more horsepower for attachments.





## 220, 323 & 320D WHEELED DINGOS



# BIG BENEFITS IN SMALL SPACES

## GO WHERE YOU NEED TO WORK.

Access confined spaces you never thought possible with a wheeled Dingo® compact utility loader. These models offer zero-turn capability, along with a shorter length that's easy to load on a trailer. You also get reliable hydraulic power to use a wide range of attachments. If you do a lot of tasks in tight spaces or on hard surfaces, these are the models for you.

### DINGO CONTROLS

Responsive controls make the wheeled Dingo highly maneuverable:

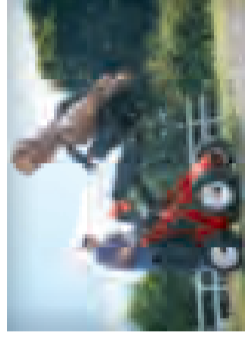
- 1 Curl or dump the attachment while raising or lowering the loader arms.
- 2 Raise and lower loader arms.
- 3 Traction drive control.
- 4 Activate the auxiliary circuit control lever to power the attachments instantly.



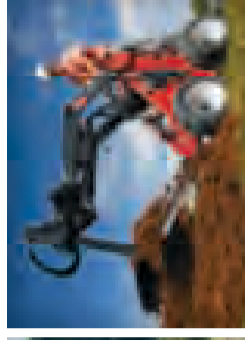
## 220, 323 & 320D FEATURES



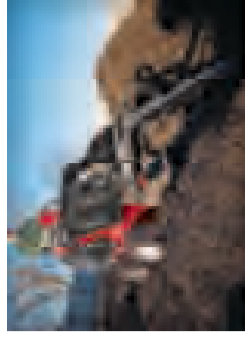
**HIGHLY MANEUVERABLE**  
Short wheelbase design offers excellent maneuverability. Get into tight spaces where only hand labor could go before.



**TWO TRANSPORT SPEEDS**  
Low speed sends more hydraulic power to the attachment and high speed sends more power to the wheels. The low speed option also helps new operators shorten their learning curve.



**IMPROVED VISIBILITY**  
The integrated ride-on operator platform allows improved visibility of the working area and attachments.



**4-PAW™ INDEPENDENT FOUR-WHEEL DRIVE**  
Four independent wheel motors deliver hydraulic flow and pressure to all four wheels for improved traction and mobility. Fewer moving parts also mean less maintenance.  
*Available on 323 and 320D only.*



# GET THE JOB DONE

## TORO® DINGO® COMPACT UTILITY LOADER ACCESSORIES

### SUPERIOR DESIGN FOR LONG-LASTING, DEPENDABLE PERFORMANCE AND THE PERFECT FIT.

Genuine Toro Dingo attachments are your best assurance for attaining a long life and peak performance from your CUL. Designed specifically for the Dingo, the attachments are easy to operate and deliver clear sight lines.



#### TRENCHING, PLOWING AND BORING SPECIFICATIONS

| Model # | Attachment Description                                | Dimensions (W x L x H) | Weight (Lbs) |
|---------|---|------------------------|--------------|
| 22420   | Bore Drive Head Attachment (Bore diameter 1.25"-3.5") | 24" x 22" x 25"        | 120          |
| 22421   | Rod and Reamer (Bore diameter 1.25"-4.5")             | -                      | 58           |
| 22472   | Trench Filler   | 48" x 31" x 22"        | 410          |

\*Working Width

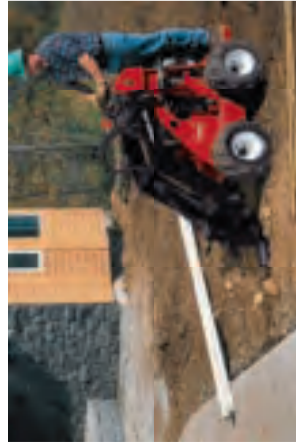
| Model # | Attachment Description    | Dimensions (W x L x H) | Weight (Lbs) |
|---------|---------------------------|------------------------|--------------|
| 22473   | High-Torque Trencher Head | 35" x 65" x 24"        | 390          |
| 22474   | High-Speed Trencher Head  | 35" x 65" x 24"        | 390          |
| 22911   | Vibratory Plow            | 29" x 35" x 24"        | 400          |

#### TORO QUICK ATTACH SYSTEM CHANGE ATTACHMENTS IN SECONDS



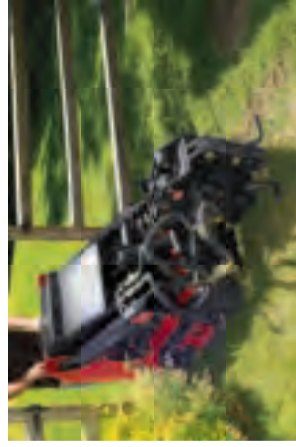
- 1 Mount to the attachment plate on the unit.
- 2 Twist the pins to locked position.
- 3 For powered attachment, connect hydraulic lines to dripless flush-face quick couplers on loader arms.

### TRENCHING, PLOWING, AND BORING EQUIPMENT



#### BORE DRIVE HEAD AND ROD & REAMER KIT (sold separately)

Easily bore under driveways and sidewalks to simplify irrigation and cable installations.



#### VIBRATORY PLOW

Reduce time spent on irrigation or cable installations. The vibratory plow optimizes pipe-pulling performance while minimizing turf damage. Extremely tight turning radius allows for tight maneuvering in confined spaces.



#### TRENCH FILLER

Two sets of opposing augers direct spoils into the hole. Standard float mechanism allows for up to 5" of ground following floatation. Skids evenly disperses weight and slide easily over turf, minimizing damage.



#### HIGH-SPEED TRENCHER

Ideal for fast, efficient trenching in most soil conditions. 24", 36" and 48" booms available. Chain speed: 187 rpm at 11 gpm. Torque: 442 ft/lbs at 3000 psi

\*Longer, optional spoils auger recommended for 4' boom



#### HIGH-TORQUE TRENCHER HEAD

Guarantees performance in difficult soil conditions. 24", 36" and 48" booms available. Chain speed: 120 rpm at 11 gpm. Torque: 675 ft/lbs at 3000 psi

\*Optional spoils auger recommended for 4' boom

**TORO® DINGO® COMPACT UTILITY LOADER ACCESSORIES**

**AUGERING, EARTH MOVING, TILLING AND TRENCHING TO LEVELING, LIFTING, HAULING...THE OPTIONS ARE ENDLESS**

With the wide array of attachments available — more than 35 — the Dingo compact utility loader can perform big-machine applications like grading soil or carrying large amounts of material.



**AUGERS AND TREE CARE SPECIFICATIONS**

| Model # | Attachment Description            | Dimensions (W x L x H) | Weight (Lbs) |
|---------|-----------------------------------|------------------------|--------------|
| 22429   | Stump Grinder (w/chip guard)      | 44" x 20" x 31"        | 265          |
| 22438   | Tree Fork (max load 220 lbs)      | 24.5" x 45" x 12.5"    | 169          |
| 22341   | Adjustable Fork                   | 31" x 45" x 27"        | 162          |
| 22521   | Grapple Rake                      | 35.5" x 18" x 30"      | 265          |
| 22805   | High-Torque Auger Power Head      | 24" x 16" x 23"        | 182          |
| 22806   | Universal Swivel Auger Power Head | 24" x 17" x 23"        | 196          |

**AUGER BITS AND EXTENSIONS**

| Model # | Attachment Description   | Model # | Attachment Description    |
|---------|--------------------------|---------|---------------------------|
| 22814   | 18" Auger Bit            | 22822   | 12" Full Flight Auger Bit |
| 22815   | 24" Auger Bit            | 22823   | 15" Full Flight Auger Bit |
| 22816   | 30" Auger Bit            |         |                           |
| 22818   | 12" Auger Bit Extension  |         |                           |
| 22819   | 24" Auger Bit Extension  |         |                           |
| 22820   | 6" Full Flight Auger Bit |         |                           |
| 22821   | 9" Full Flight Auger Bit |         |                           |

**SIMPLE CONTROLS SERIOUS POWER**

**AUGERS AND TREE CARE EQUIPMENT**



**STUMP GRINDER**

Rugged design and incredible hydraulic power, the Toro stump grinder will make powder of the toughest stumps. Grinds down as far as 16.5" below grade. Grinds up to 36" above grade. 17" wheel diameter.



**HIGH-TORQUE AUGER POWER HEAD**

Designed specifically to power up to 30" diameter augers in the toughest soil conditions. Auger bits from 6" to 30".



**UNIVERSAL SWIVEL AUGER POWER HEAD**

Ensures "plumb" holes on uneven terrain up to 18". Perfect for installing fences.



**GRAPPLE RAKE**

Grab, drag, lift and place brush and debris easily with up to 3,000 lbs (1,361 kg) of clamping force at the tine tips.



**TREE FORK**

Hydraulic fork arm opens to handle large trees and shrubs. Angle design allows for gentle handling.



**ADJUSTABLE FORKS**

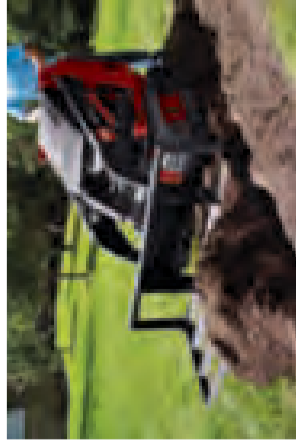
Easily adjust forks to desired width. Carry fence posts, rocks, pallets, plants, fertilizer, irrigation supplies and more. Forks constructed of high-strength steel. Lift capacity up to 600\* lbs.; Maximum lift height: 61".

\*Dependent upon Dingo model used.



# MAKES MOVING MATERIALS EASY

## EARTH MOVING AND DIGGING EQUIPMENT



### LEVELER

Grade, finish, and spread topsoil and other landscape materials. Back fill trenches. Carry job site materials such as plants, fertilizer, irrigation supplies, and more.



### SOIL CULTIVATOR

Bury stones, soil clods, debris and grass. Prepares seed bed in one pass, tilling soil up to 5.5" deep. Adjustable grading bar and comb teeth leave perfect germination environment.



### TILLER

Hardened steel tines for any soil condition, including clay or hardpan. Till more than six inches deep and 40" wide on one pass. Reversible tine direction frees jams quickly.

## TORO® DINGO® COMPACT UTILITY LOADER ACCESSORIES

### MANY ATTACHMENTS WITH ONE GOAL: PRODUCTIVITY

A wide variety of attachments, including buckets, augers, trenchers and forks, make the Dingo a more cost effective choice than a dedicated piece of equipment. In short, get more work done in less time.



#### BUCKET SPECIFICATIONS

| Model # | Attachment Description     | Dimensions (W x L x H) | Weight (Lbs) | Capacity (cu. ft.) |
|---------|----------------------------|------------------------|--------------|--------------------|
| 22409   | 4 cu.ft.in Standard Bucket | 42" x 50" x 42.3"      | 115          | 4                  |
| 22410   | Loose Materials Bucket     | 48" x 26" x 18"        | 175          | 6.4                |
| 22520   | Narrow Bucket              | 34.5" x 26.7" x 25.1"  | 153          | 3.5                |
| 22340   | TX 1000 Standard Bucket    | 41" x 23" x 15"        | 172          | 4.3                |
| 22342   | TX 1000 High Volume Bucket | 53.25" x 29" x 17"     | 253          | 9.0                |

#### EARTH MOVING EQUIPMENT SPECIFICATIONS

| Model # | Attachment Description      | Dimensions (W x L x H)           | Weight (Lbs) |
|---------|-----------------------------|----------------------------------|--------------|
| 22426   | Direct Drive Power Box Rake | 48" x - x 20.9"                  | 365          |
| 22445   | 40" Tiller                  | 44/40" Tilling Width x 20" x 26" | 363          |
| 23102   | Soil Cultivator             | 51" x 51" x 21"                  | 363          |

| Model # | Attachment Description      | Dimensions (W x L x H) | Weight (Lbs) |
|---------|-----------------------------|------------------------|--------------|
| 23163   | Backhoe                     | 34.5" x 41" x 71"      | 762          |
| 23161   | Wheeled Backhoe Fit-up Kit* | -                      | 21           |
| 23162   | TX Backhoe Fit-up Kit**     | -                      | 81           |
| 23165   | Leveler                     | 31.3" x 41.2" x 27"    | 162          |

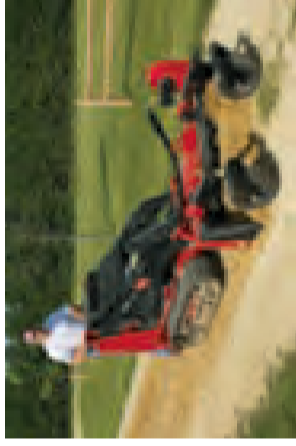
\*Backhoe fit-up kit for models 22317 & 22318

\*\*Backhoe fit-up kit for models 22321, 22322, 22323 & 22324



### BUCKETS

Perfect for light-duty grading, leveling, and material handling. Buckets vary in capacity from 4.3 cu. ft. to 9 cu. ft. for lighter materials.



### POWER BOX RAKE

Perfect tool for seed or sod bed preparation. Carbide-teeth rotary drum pulverizes rough soil, cuts high spots and fills low spots in one pass. Manually adjustable yoke allows 20° offset. Overall width: 67"; Working width: 48".



### BACKHOE

Versatile — dig foundations, plant trees, trench and much more. Folds to 34.5" wide for access to tight spaces and ease of transport. 180° bucket and swing arm rotation, 82" digging depth, and standard 13" bucket.

# YOU CAN HANDLE IT



## TORO® DINGO® COMPACT UTILITY LOADER ACCESSORIES

### TACKLE A LOT MORE WORK IN LESS TIME.

Uses for the Toro Dingo and its various attachments are limited only by your imagination.



#### MATERIAL HANDLING SPECIFICATIONS

| Model # | Attachment Description | Dimensions (W x L x H)   | Weight (Lbs) |
|---------|------------------------|--------------------------|--------------|
| 22423   | Multi-Purpose Tool     | 24" x 4" x 10"           | 40           |
| -       | Boom Jib               | 0.63" x 32.4" x 9.4"     | 23.2         |
| -       | Scarifier Teeth        | 2" x 13" x 11.7"         | 9            |
| 22442   | Cement Bowl            | 48" x 43.3" x 50.4"      | 75           |
| 22456   | Snowthrower            | 25" x 50" x 13"          | 335          |
| 23135   | Concrete Breaker       | 17" length x 2" diameter | 262          |
| 22414   | Utility Blade          | 48" x 25" x 21"          | 212          |

#### MISCELLANEOUS SPECIFICATIONS

| Model # | Attachment Description | Weight (Lbs) |
|---------|------------------------|--------------|
| 22475   | TX Platform (Gas)      | 95           |
| 22476   | TX Platform (Diesel)   | 95           |
| 22464   | Trencher Crumber Kit   | 52           |
| 22417   | Counter Weight         | 183          |

#### MATERIAL HANDLING EQUIPMENT



##### CEMENT BOWL

Fighting mixes and holds cement in bowl. Mix, haul, and pour up to 200 lbs. Auger power head required (sold separately).



##### MANUAL OR HYDRAULIC FORKS

Transport and position trees and large shrubs exactly where you want them with exceptional maneuverability.



##### HYDRAULIC CONCRETE BREAKER

The hydraulic breaker is the perfect tool for precision demolition. Combined with the compact size and ease of use of the Dingo, the breaker simplifies the difficult job of breaking concrete, asphalt, rock or brick during renovation jobs.



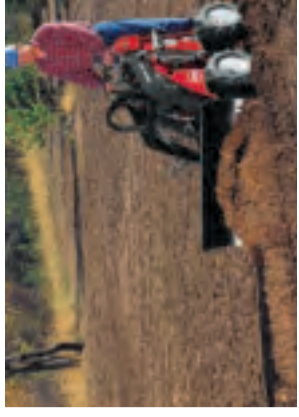
##### SNOWTHROWER

Two-stage design with the power to handle the toughest snow conditions. Replaceable scraper. Adjustable skids. Overall Width: 48" Clearing width 44".



##### MULTI-PURPOSE TOOL

Plant and haul trees or dig and breakup soil with the 3-in-1 ripper, towbar and boom.



##### UTILITY BLADE

Backfill trenches, move or smooth dirt or even use to clear snow.

# MEET THE FAMILY



## DINGO TX 1000 SPECIFICATIONS

| DINGO TX 1000 NARROW TRACK<br>22327 |   | DINGO TX 1000 WIDE TRACK<br>22328                   |                                |
|-------------------------------------|---|---|--------------------------------|
| <b>DIMENSIONS</b>                   | A Wheelbase                                     | 41" (10 cm)   |                                |
|                                     | B Ground Clearance                              | 6.0" (15 cm)  |                                |
|                                     | Overall Width                                   | 33.7" (86 cm)                                       | 41" (104 cm)                   |
|                                     | C Overall Length                                | 100.7" (256 cm) w/bucket; 81.7" (208 cm) w/o bucket |                                |
|                                     | D Overall Height                                | 53.2" (135 cm)                                      |                                |
|                                     | E Max Operating Height                          | 105" (267 cm)                                       |                                |
|                                     | F Hinge Pin Height                              | 81" (206 cm)  |                                |
|                                     | G Dump Height                                   | 61" (155 cm)  |                                |
|                                     | H Dump Angle                                    | 40-degrees  |                                |
|                                     | I Reach - Fully Raised                          | 24.5" (62 cm)                                       |                                |
|                                     | Ground Speed (F/R)                              | 4.7 mph (7.6 km/h) / 4.7 mph (7.6 km/h)             |                                |
|                                     | Weight  | 2,610 lbs (1184 kg)                                 | 2,790 lbs (1266 kg)            |
|                                     | Tip Capacity                                    | 2,857 lbs (1,296 kg)                                | 3,071 lbs (1,393 kg)           |
|                                     | Rated Operating Capacity (35% of Tip Capacity)* | 1,000 lbs (454 kg)                                  | 1,075 lbs (488 kg)             |
| <b>ENGINE</b>                       | Engine  | Kubota® D1305                                       |                                |
|                                     | Manufacturer's Gross HP Rating at RPM**         | 24.9 HP (18.6 kW) @ 2600 rpm                        |                                |
|                                     | Displacement                                    | 77 cu. in. (1262cc)                                 |                                |
|                                     | Fuel Type                                       | Diesel  |                                |
|                                     | Air Filter                                      | Two-stage, heavy-duty, remote                       |                                |
|                                     | Cooling System                                  | Liquid Cooled                                       |                                |
|                                     | Fuel Tank                                       | 11.5 gallons (44 liters)                            |                                |
|                                     | Oil Capacity                                    | 6.0 quarts (5.7 liters)                             |                                |
|                                     | Loader Arms                                     | Vertical  |                                |
| <b>OPERATION</b>                    | Hydraulic Pressure                              | 3,000 PSI   |                                |
|                                     | Hydraulic Flow                                  | Traction: 13.3 gpm (each pump); Auxiliary: 15.2 gpm |                                |
|                                     | Reservoir Capacity                              | 10 gallons (57.5 liters)                            |                                |
| <b>TRACKS</b>                       | Tracks  | Sprocket-drive, 6 road wheels per side              |                                |
|                                     | Traction  | Dual hydrostatic pump                               |                                |
|                                     | Track Length x Width                            | 127.6" x 5.9" (324 cm x 15 cm)                      | 127.6" x 9.5" (324 cm x 24 cm) |
|                                     | Ground Pressure                                 | 5.4 PSI   | 3.6 PSI                        |

\* Per ISO 14397-1

\*\* Per SAE 1995

## DINGO TX 427 & TX 525 SPECIFICATIONS

| TX 525<br>22323  |   | TX 525 WIDE<br>22324                                |                               | TX 427<br>22321                                     |  | TX 427 WIDE<br>22322                               |  |
|------------------|---|---|-------------------------------|---|--|--|--|
| <b>A</b>         | Wheelbase                                       | 31.2" (79 cm)                                       |                               | 31.2" (79 cm)                                       |  | 31.2" (79 cm)                                      |  |
| <b>B</b>         | Ground Clearance                                | 4.6" (11.7 cm)                                      |                               | 4.6" (11.7 cm)                                      |  | 4.6" (11.7 cm)                                     |  |
|                  | Overall Width                                   | 33.7" (85.6 cm)                                     | 41" (104 cm)                  | 33.7" (85.6 cm)                                     |  | 41" (104 cm)                                       |  |
| <b>C</b>         | Overall Length                                  | 92" (233.7 cm) w/bucket; 70.7" (180 cm) w/o bucket  |                               | 92" (233.7 cm) w/bucket; 70.7" (180 cm) w/o bucket  |  | 92" (233.7 cm) w/bucket; 70.7" (180 cm) w/o bucket |  |
| <b>D</b>         | Overall Height                                  | 46.1" (117.1 cm)                                    |                               | 46.1" (117.1 cm)                                    |  | 46.1" (117.1 cm)                                   |  |
| <b>E</b>         | Max Operating Height                            | 90.1" (229 cm)                                      |                               | 90.1" (229 cm)                                      |  | 90.1" (229 cm)                                     |  |
| <b>F</b>         | Hinge Pin Height                                | 65.8" (167.1 cm)                                    |                               | 65.8" (167.1 cm)                                    |  | 65.8" (167.1 cm)                                   |  |
| <b>G</b>         | Dump Height                                     | 46.1" (117.1 cm)                                    |                               | 46.1" (117.1 cm)                                    |  | 46.1" (117.1 cm)                                   |  |
| <b>H</b>         | Dump Angle                                      | 38-degrees  |                               | 38-degrees  |  | 38-degrees   |  |
| <b>I</b>         | Reach - Fully Raised                            | 21.8" (55.4 cm)                                     |                               | 21.8" (55.4 cm)                                     |  | 21.8" (55.4 cm)                                    |  |
|                  | Ground Speed (F/R)                              | 0-4.5 mph (0-7.2 km/h) / 0-2.0 mph (0-3.2 km/h)     |                               | 0-4.5 mph (0-7.2 km/h) / 0-2.0 mph (0-3.2 km/h)     |  | 0-4.5 mph (0-7.2 km/h) / 0-2.0 mph (0-3.2 km/h)    |  |
|                  | Weight  | 1,904 lbs (864 kg)                                  | 2,013 lbs (907 kg)            | 1,882 lbs (854 kg)                                  |  | 1,990 lbs (902 kg)                                 |  |
|                  | Tip Capacity                                    | 1,580 lbs. (717 kg)                                 |                               | 1,530 lbs. (694 kg)                                 |  |  |  |
|                  | Rated Operating Capacity (35% of Tip Capacity)* | 553 lbs. (251 kg)                                   |                               | 535 lbs. (243 kg)                                   |  |  |  |
|                  | Engine  | Kubota D902   |                               | Kohler Command Pro Series CH 740                    |  |  |  |
|                  | Manufacturer's Gross HP Rating at RPM**         | 23.3 HP (17.3 kW) @ 3400 rpm                        |                               | 25 HP (20.1 kW) @ 3600 rpm                          |  |  |  |
|                  | Displacement                                    | 55 cu. in. (901 cc)                                 |                               | 44 cu. in. (725 cc)                                 |  |  |  |
|                  | Fuel Type                                       | Diesel  |                               | Gas   |  |  |  |
|                  | Air Filter                                      | Two-stage, heavy-duty, remote                       |                               | Two-stage, heavy-duty, remote                       |  |  |  |
|                  | Cooling System                                  | Liquid Cooled                                       |                               | Air Cooled  |  |  |  |
|                  | Fuel Tank                                       | 6.0 gallons (23 liters)                             |                               | 6.0 gallons (23 liters)                             |  |  |  |
|                  | Oil Capacity                                    | 3.84 quarts (3.63 liters) 2.0 quarts (2.95 liters)  |                               | 2.0 quarts (2.95 liters)                            |  |  |  |
|                  | Loader Arms                                     | Radial  |                               | Radial  |  |  |  |
| <b>OPERATION</b> | Hydraulic Pressure                              | 3,000 PSI   |                               | 3,000 PSI   |  |  |  |
|                  | Hydraulic Flow                                  | Traction: 16.9 gpm (each pump); Auxiliary: 13.8 gpm |                               | Traction: 16.9 gpm (each pump); Auxiliary: 11.4 gpm |  |  |  |
|                  | Reservoir Capacity                              | 10.5 gallons (40 liters)                            |                               | 10.5 gallons (40 liters)                            |  |  |  |
| <b>TRACKS</b>    | Tracks  | Sprocket-drive, 10 road wheels per side             |                               | Sprocket-drive, 10 road wheels per side             |  |  |  |
|                  | Traction  | Dual hydrostatic pump                               |                               | Dual hydrostatic pump                               |  |  |  |
|                  | Track Length                                    | 96.6" x 5.9" (245 cm x 15 cm)                       | 96.6" x 9.5" (245 cm x 24 cm) | 96.6" x 5.9" (245 cm x 15 cm)                       |  | 96.6" x 9.5" (245 cm x 24 cm)                      |  |
|                  | Ground Pressure                                 | 5.0 PSI   | 3.5 PSI                       | 5.0 PSI   |  | 3.5 PSI  |  |

\* Per ISO 14397-1

\*\* Per SAE 1995

## DINGO 220, 323 & 320-D SPECIFICATIONS

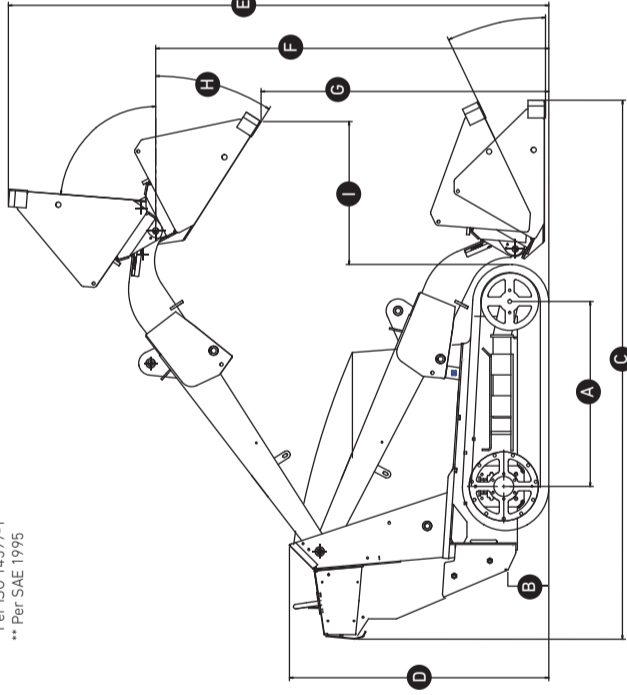
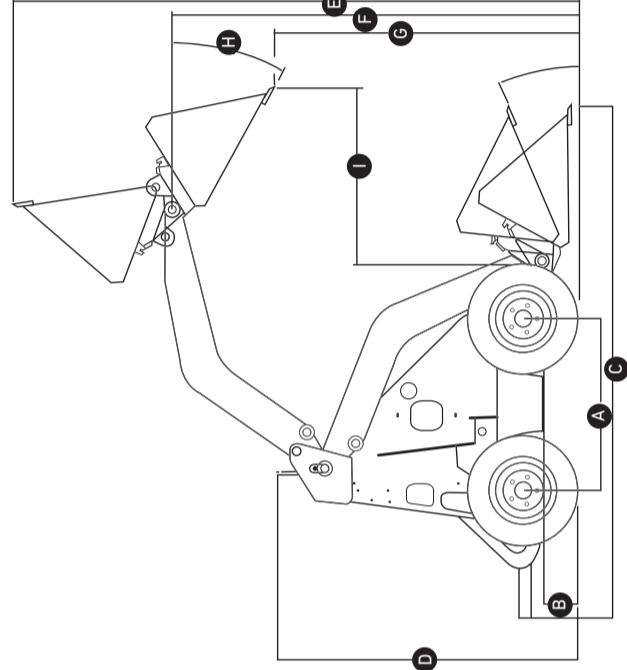
| DINGO 220<br>22317 |   | DINGO 323<br>22318   |                               | DINGO 320-D<br>22337CP                                  |  |
|--------------------|---|--|-------------------------------|---|--|
| <b>A</b>           | Wheelbase                                       | 28" (71 cm)  |                               | 28" (71 cm)   |  |
| <b>B</b>           | Ground Clearance                                | 5.6" (15 cm) front & rear  |                               | 5.6" (15 cm) front & rear                               |  |
|                    | Overall Width                                   | 40.5" (103 cm) standard tires; 35" (90 cm) narrow tires                |                               | 40.5" (103 cm) standard tires; 35" (90 cm) narrow tires |  |
| <b>C</b>           | Overall Length                                  | 82.2" (208.8 cm) w/bucket; 62" (157.5 cm) w/o bucket                   |                               | 82.2" (208.8 cm) w/bucket; 62" (157.5 cm) w/o bucket    |  |
| <b>D</b>           | Overall Height                                  | 48.7" (123.7 cm)   |                               | 48.7" (123.7 cm)  |  |
| <b>E</b>           | Max Operating Height                            | 91.2" (231.6 cm)   |                               | 91.2" (231.6 cm)  |  |
| <b>F</b>           | Hinge Pin Height                                | 66" (167.6 cm)   |                               | 66" (167.6 cm)  |  |
| <b>G</b>           | Dump Height                                     | 47" (119 cm)   |                               | 47" (119 cm)  |  |
| <b>H</b>           | Dump Angle                                      | 34-degrees   |                               | 34-degrees  |  |
| <b>I</b>           | Reach - Fully Raised                            | 28" (71.1 cm)  |                               | 28" (71.1 cm)   |  |
|                    | Ground Speed (F/R)                              | 0-3.7 mph (0-6 km/h) / 0-3.7 mph (0-6 km/h)                            |                               | 0-3.0 mph (0-4.8 km/h) / 0-3.0 mph (0-4.8 km/h)         |  |
|                    | Weight  | 1,430 lbs (649 kg)   | 1,567 lbs (711 kg)            | 1,722 lbs (781 kg)                                      |  |
|                    | Tip Capacity                                    | 1,030 lbs (467 kg)   |                               | 1,048 lbs (466 kg)                                      |  |
|                    | Rated Operating Capacity (50% of Tip Capacity)* | 515 lbs. (234 kg)  |                               | 524 lbs. (238 kg)                                       |  |
|                    | Engine  | Kohler® Command Series CH20  | Kohler® Command Series CH23   | Kubota D722   |  |
|                    | Manufacturer's Gross HP Rating at RPM**         | 20 HP (14.9 kW) @ 3600 rpm   | 23 HP (17.2 kW) @ 3600 rpm    | 20 HP (14.9 kW) @ 3600 rpm                              |  |
|                    | Displacement                                    | 38.1 cu. in. (624 cc)  | 41 cu. in. (674 cc)           | 43.88 cu. in. (719 cc)                                  |  |
|                    | Fuel Type                                       | Gas  | Gas                           | Diesel  |  |
|                    | Air Filter                                      | High-capacity, paper type w/pre-cleaner                                | Two-stage, heavy-duty, remote | Two-stage, heavy-duty, remote                           |  |
|                    | Cooling System                                  | Air Cooled   | Air Cooled                    | Liquid Cooled   |  |
|                    | Fuel Tank                                       | 5.6 gallon (21 liter)  | 11.2 gallon (42.4 liter)      | 4 gallon (15 liter)                                     |  |
|                    | Oil Capacity                                    | 2 quarts (1.9 liter)   |                               | 3.4 quarts (3.2 liter)                                  |  |
|                    | Loader Arms                                     | Radial   | Radial                        |   |  |
|                    | Hydraulic Pressure                              | 3,250 PSI  |                               |   |  |
|                    | Hydraulic Flow                                  | 10.8 gpm high-flow hydraulic circuit; 4 gpm low-flow hydraulic circuit |                               |   |  |
|                    | Reservoir Capacity                              | 14.8 gallons (56 liter)  | 17 gallons (64 liter)         | 14.8 gallons (56 liter)                                 |  |

\* Per ISO 14397-1

\*\* Per SAE 1995

## DIMENSIONS

- A** Wheelbase
- B** Ground Clearance
- C** Overall Length
- D** Overall Height
- E** Maximum Operating Height
- F** Hinge Pin Height
- G** Dump Height
- H** Dump Angle
- I** Reach





## WHEN WE SAY COUNT ON IT, WE MEAN IT

Every product that carries the Toro brand is backed by over 100 years of history, innovation and timeless dependability. We never stop investing in research and development to give our customers the latest features. That's why Toro is one of the best-known, most trusted brands in the business.

We also stand behind our products with a nationwide network of knowledgeable dealers for parts and service support. **Real People. Real Support.**

## THERE IS NO SUBSTITUTE FOR TORO GENUINE PARTS

With Toro, quality and service don't end when you take delivery of your equipment. Genuine Toro parts are designed specifically for your machine to ensure it performs as intended.

For peace of mind, insist on Toro genuine parts.



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Date: February 23, 2022

# Quotation for Pleasant Valley Parks & Rec

Quote No:3312651-00

|                                    |                                  |
|------------------------------------|----------------------------------|
| <b>Prepared For:</b> John Fletcher | <b>Quote No:</b> 3312651-00      |
| Pleasant Valley Parks & Rec        | <b>iQuote No:</b> 22408-1        |
| 1605 E Burnley                     | <b>Sales Person:</b> Luis Orozco |
| Camarillo, CA 93010                | luis.orozco@turfstar.com         |

*Pleasant Valley Sourcewell member #120257. Quoted at Sourcewell pricing Toro contract number 031121-TTC*

## Summary

| Configuration Name                               | Qty | Unit Price  | Sub Total          | Sales Tax         | Total              |
|--|-----|-------------|--------------------|-------------------|--------------------|
| 010-Dingo TX 1000 Wide Track Kubota D1305 Diesel | 1   | \$48,189.80 | \$48,189.80        | \$3,493.76        | \$51,683.56        |
| <b>Totals:</b>                                   |     |             | <b>\$48,189.80</b> | <b>\$3,493.76</b> | <b>\$51,683.56</b> |





Date: February 23, 2022

**Quotation for Pleasant Valley Parks & Rec**

Quote No:3312651-00

**Configuration Product Details**  
**010-Dingo TX 1000 Wide Track Kubota D1305 Diesel**

| Model          | Product Description                          | Qty | Unit Price  | Extended    | Sales Tax  | Total              |
|----------------|--|-----|-------------|-------------|------------|--------------------|
| 22328          | Dingo TX 1000 Wide Track Kubota D1305 Diesel | 1   | \$36,515.85 | \$36,515.85 | \$2,647.40 | \$39,163.25        |
| 22340          | TX 1000 Standard Bucket                      | 1   | \$954.50    | \$954.50    | \$69.20    | \$1,023.70         |
| 22429          | Stump Grinder Siteworks                      | 1   | \$4,689.50  | \$4,689.50  | \$339.99   | \$5,029.49         |
| 22473          | High-Torque Trencher Head Head only          | 1   | \$4,145.85  | \$4,145.85  | \$300.57   | \$4,446.42         |
| 22487          | 36in x 4in Combo Chain                       | 1   | \$1,074.85  | \$1,074.85  | \$77.93    | \$1,152.78         |
| 22976          | 36" Boom TRX                                 | 1   | \$809.25    | \$809.25    | \$58.67    | \$867.92           |
| <b>Totals:</b> |  |     |             |             |            | <b>\$51,683.56</b> |



Date: February 23, 2022

## Quotation for Pleasant Valley Parks & Rec

Quote No:3312651-00

### Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

### Office Locations

#### **Northern California:**

3928 N.Blattela Lane  
Fresno, CA 93727  
Fax: (559) 277-7123

2438 Radley Court  
Hayward, CA 94545  
Fax: (510) 785-3576

11373 Sunrise Gold Circle  
Rancho Cordova, CA 95742  
Fax: (800) 241-1997

#### **Southern California:**

79-253 Country Club Drive  
Bermuda Dunes, CA 92203  
Fax: (760) 345-4297

955 Beacon Street  
Brea, CA 92821  
Fax: (800) 775-8873

2110 La Mirada Ste 100  
Vista, CA 92083  
Fax: (760) 734-4285

#### **Pacific Northwest:**

1750 Industrial Dr.NE  
Salem, OR 97301  
Ph: (503) 691-0250

5869 South 194th  
Kent, WA 98032  
Fax: (253) 872-6942

2824 East Garland  
Spokane, WA 99207  
Fax: (509) 483-7563



#### **WARNING:**

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>  
For more information, please visit <http://www.tcoCAProp65.com>

#### **CALIFORNIA SPARK ARRESTER WARNING**

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



# TORO® DINGO® TX 1000

COMPACT UTILITY LOADERS

Toro invented the category, now meet the **TORO DINGO TX 1000** that's redefining the compact utility loader. Designed with Toro exclusive vertical lift loader arms, its 1,000-lb rated operating capacity delivers category crushing performance. The TX 1000 also offers outstanding hinge pin height of 81" (206 cm) to clear the side of 30-yard dumpsters and one-ton trucks for maximum jobsite productivity. Patented controls are easy to operate and an innovative foot-operated auxiliary control results in greater efficiency. The TX 1000 is a lightweight, maneuverable machine that packs unmatched strength and reach in a compact package for the ultimate working advantage.

## FEATURES

### VERTICAL LIFT LOADER ARMS

- Rated operating capacity over 1,000-lbs allows the TX 1000 to lift more than any compact utility loader on the market
- Increased load capacity and greater reach at full height deliver even stronger performance
- 81" (206 cm) hinge pin height allows attachments to easily clear the side of 30-yard dumpsters or one-ton trucks
- Vertical path of lift arms allows for more efficient vertical applications, such as augering or concrete breaking

### HIGH DRIVE TRACK SYSTEM

- Kevlar® or steel reinforced tracks ensure maximum strength and durability
- Ideal for the demands of any jobsite to outperform on any surface, even sand or loose gravel
- Maximum maneuverability on uneven surfaces

### EASY OPERATION

- Our patented traction control design is intuitive, easy to operate and effortless
- Auxiliary foot control maintains hydraulic flow to the attachment, freeing the operators hands to focus on ground speed an attachment positioning
- Dedicated operating platform with thigh and hip padding for increased operator comfort
- Suspended platform has clear line of sight to the attachment plate, machine, and jobsite for maximum visibility

### POWERFUL AND EFFICIENT

- Kubota® D1305 diesel, Tier-4 compliant engine features high torque and increased displacement for the strongest Dingo yet
- Fast ground speeds up to 4.7 mph (7.6 km/h) in forward and reverse
- Dual fuel tanks offer all day productivity
- Easy engine access and belt-free design minimize maintenance



TX 1000 narrow track

# DINGO TX 1000



TX 1000 wide track



## MAXIMUM HEIGHT & REACH

81" hinge pin height allows operator to dump into 30-yard dumpster or side of one-ton truck.



## TORO EXCLUSIVE CONTROLS

Effortless traction controls are easy to use for all-day productivity.



## UNMATCHED STRENGTH

1,000-lb rated operating capacity to lift and transport heavy loads.

## SPECIFICATIONS

|  | DINGO TX 1000<br>(MODEL 22327)               | DINGO TX 1000<br>WIDE TRACK<br>(MODEL 22328)          |  |
|--|--|---|--|
| <b>ENGINE</b>                                      | Engine                                       | Kubota® D1305 Diesel                                  |  |
|  | Air Filter                                   | Two-stage, heavy-duty, remote                         |  |
|  | Cooling System                               | Liquid Cooled   |  |
|  | Fuel Tank                                    | 11.5 gallons (44 liters)                              |  |
|  | Oil Capacity                                 | 6.0 quarts (5.7 liters)                               |  |
| <b>HYDRAULIC SYSTEM</b>                            | Hydraulic Pressure                           | 3,000 PSI   |  |
|  | Hydraulic Flow                               | Traction: 13.3 gpm (each pump)<br>Auxiliary: 15.2 gpm |  |
|  | Reservoir Capacity                           | 15.2 gallons (57.5 liters)                            |  |
| <b>TRACKS</b>                                      | Standard                                     | Sprocket-drive, 6 road wheels per side                |  |
|  | Traction                                     | Dual hydrostatic pump                                 |  |
| <b>DIMENSIONS</b>                                  | Track Width                                  | 127.6" x 5.9"<br>(324 cm x 15 cm)                     | 127.6" x 9.5"<br>(324 cm x 24 cm)            |
|  | Wheelbase                                    | 41" (10 cm)   |  |
|  | Ground Clearance                             | 6.0" (15 cm)  |  |
|  | Overall Dimensions (WxLxH)<br>With Bucket    | 34.2" x 100.7" x 53.2"<br>(87 x 256 x 135 cm)         | 41" x 100.7" x 53.2"<br>(104 x 256 x 135 cm) |
| Overall Dimensions (WxLxH)<br>Without Bucket       | 34.2" x 81.7" x 53.2"<br>(87 x 208 x 135 cm) | 41" x 81.7" x 53.2"<br>(104 x 208 x 135 cm)           |  |
| Maximum Operating Height                           | 105" (267 cm)                                |   |  |
| Hinge Pin Height                                   | 81" (206 cm)                                 |   |  |
| Dump Height  | 61" (155 cm)                                 |   |  |
| Dump Angle   | 40-degrees                                   |   |  |
| Reach - Fully Raised                               | 24.5" (62 cm)                                |   |  |
| Ground Speed                                       | 3.8 mph (6.1 km/h)                           | 4.7 mph (7.6 km/h)                                    |  |
| Weight   | 2,785 lbs (1263 kg)                          | 2790 lbs (1266 kg)                                    |  |
| Tip Capacity                                       | 2,857 lbs (1,296 kg)                         | 3,071 lbs (1,393 kg)                                  |  |
| Rated Operating Capacity<br>(35% of Tip Capacity)* | 1,000 lbs (454 kg)                           | 1,075 lbs (488 kg)                                    |  |
| Ground Pressure                                    | 5.6 PSI                                      | 3.6 PSI   |  |

\*Per ISO 14397-1

## Toro #031121-TTC

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
  - Toro Specialty Vehicles: 7% off US MSRP
  - Toro Landscape Contractor Equipment (LCE): 27% off US MSRP
  - Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
  - Toro Siteworks System (SWS) Equipment: 17% off US MSRP
  - BOSS Snow Removal Equipment: 25% off US MSRP
  - Toro Bullseye Equipment: 5% off US MSRP
  - Toro Golf Irrigation: 40% off US MSRP
  - Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
  - Irritrol Irrigation Products: 0% - 40% off US MSRP
  - Rain Master Irrigation Products: 0% - 40% off US MSRP
  - Sentinel Irrigation Products: 35% off US MSRP
  - Large Rotors: 15% off US MSRP
  - Ventrac 4500 Series Products: 12% off US MSRP
  - Ventrac SSV Products: 5% off US MSRP
- 
- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

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

**TO: BOARD OF DIRECTORS**

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

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID  
SPECIFICATIONS FOR THE SENIOR CENTER ROOF  
PROJECT**

**SUMMARY**

In July 2022, the District approved the 2022/23 annual budget and one of the capital projects slated for this fiscal year is the replacement of the Senior Center Roof. The roof was last replaced during the addition in 1982 and is showing wear. This project has been allotted \$100,000 from the capital budget.

**BACKGROUND**

This Capital Improvement Project was identified in the FY 2022/23 Capital Improvement Plan Budget. At the July 6, 2022 Board meeting, the Board appropriated capital funds in the amount of \$130,000 for the replacement of the roof located at the Senior Center.

The original building was built in 1969 and in 1982 an addition was built. The current roof has lasted approximately 40 years with minor repairs throughout the years. The roofing material on this building is made from concrete tiles that typically last 35 years.

The original building was a teen center with a sunken floor for teenagers to sit around a fireplace and hang out. When the addition was built it then became what it is now the Senior Center. In 2007 staff removed the fire pit and hood and converted it to a wall unit with a television on top and also refurbished the kitchen.

**ANALYSIS**

The District is responsible for the maintenance and upkeep of several buildings and roofs throughout the District. Staff contacted a roofing company to assess the current state of the roof located at the Senior Center. Currently the roof has numerous broken tiles that cannot be replaced (no longer made) and will need a replacement. The company identified several areas that require immediate attention (currently open and porous broken tiles) and other failing sections of the roof.

The systematic repair and maintenance of these required infrastructure items will extend their service life. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices.

## **DESCRIPTION OF WORK:**

To address the current needs of the roof located at the Senior Center, the following items will be addressed:

- Remove, haul away existing tile and roofing materials.
- Install 30-year underlayment.
- Install 50-year duration roof shingles.
- Replace all bad wood as necessary.
- Replace all wood eaves/fascia (Painted).
- Replace all flashings around room penetrations and install edge metal around perimeter.
- Install low profile exhaust vents as needed.

The RFP will open on September 12, 2022 and close on October 6, 2022 at 11:00am. The projected project start date would be December 12, 2022 with an approximate completion date of January 20, 2023.

### **TIME LINE**

|  |                    |          |
|--|--------------------|----------|
| Request for Bid Proposals released:    | September 12, 2022 |          |
| Mandatory job walk:                    | September 27, 2022 | 1:30 pm  |
| Questions in by:                       | September 30, 2022 | 12:00 pm |
| Proposals must be received by:         | October 6, 2022    | 11:00 am |
| Contract award:                        | November 3, 2022   |          |
| Project approx. start date:            | December 12, 2022  |          |
| Project completion date no later than: | January 20, 2023   |          |

### **FISCAL IMPACT**

The action before the Board at this time has no current fiscal impact however, it will have a fiscal impact when bids come back. The Board allocated \$100,000 for this project.

### **RECOMMENDATION**

It is recommended that the Board approve the bid specifications for the Senior Center Roof and direct staff to solicit proposals for the approved bid specifications.

### **ATTACHMENTS**

- 1) RFP (4 pages)
- 2) Specifications (74 pages)

**Bid Specifications for  
the Senior Center Roof**

**Invitation to Bid:  
Due October 6, 2022, at 11:00 am**



**[www.pvrpd.org](http://www.pvrpd.org) • 805-482-1996**

**Brandon Lopez**

**Park Supervisor**

Pleasant Valley Recreation  
and Park District, Camarillo, CA  
805-482-5396 ext 302

[blopez@pvrpd.org](mailto:blopez@pvrpd.org)

[www.pvrpd.org](http://www.pvrpd.org)



## **INVITATION TO BID**

Pleasant Valley Recreation and Park District (“District”) is seeking bids to replace the roof at the Senior Center, 1605 E Burnley St, Camarillo CA 93010 to the specifications. There will be a mandatory job walk on September 27, 2022, at 1:30 pm.

## **SCOPE OF WORK:**

- Remove, haul away existing tile and roofing materials.
- Install 30-year underlayment.
- Install 50-year duration roof shingles.
- Replace all bad wood as necessary.
- Replace all wood eaves/fascia (Painted).
- Replace all flashings around room penetrations and install edge metal around perimeter.
- Install low profile exhaust vents as needed.

## **BASIC OF SPECIFICATIONS**

Refer to manufacturer’s specifications unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specification for Public Works Construction (the “Green Book”) latest edition.

## **PROPOSAL PROCESS**

The proposal process will consist of a written presentation (2 copies). The following shall be included in your written proposal:

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

## EVALUATION OF BID PROPOSALS

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

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License with a classification of a “C” and a City of Camarillo business license and the proper insurance and bonding.
- Ability to possess a D.I.R. number.
- This is a Prevailing Wages Project.

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

## CONSTRUCTION SCHEDULE

Within ten (10) days of the District’s Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

**Contract award November 3, 2022**

**Project start date approx. December 12, 2022**

**Project completion date no later than January 20, 2023**

## HOURS OF OPERATION

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

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

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM; upon District approval

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

## DESCRIPTION

The work to be performed under this Specification, No. 2021-02 consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

# Invitation to Bid: Due October 6, 2022, 11:00 am

---

## TIMELINE

|  |                    |          |
|--|--------------------|----------|
| Request for Bid Proposals released:    | September 12, 2022 |          |
| Mandatory job walk:                    | September 27, 2022 | 1:30 pm  |
| Questions in by:                       | September 30, 2022 | 12:00 pm |
| Proposals must be received by:         | October 6, 2022    | 11:00 am |
| Contract award:                        | November 3, 2022   |          |
| Project approx. start date:            | December 12, 2022  |          |
| Project completion date no later than: | January 20, 2023   |          |

## PROPOSAL DEADLINE

The deadline for the bid proposal is **October 6, 2022, 11:00 am**. Proposal must be submitted in a sealed envelope marked ***Bid Senior Center Roof*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 60 days.

Please submit Two (2) copies of the proposal to:

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

**FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED**

## ADDITIONAL INFORMATION

For questions contact: **Brandon Lopez**, Park Supervisor  
805-482-5396 ext. 302

E-Mail [blopez@pvrrpd.org](mailto:blopez@pvrrpd.org)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**SENIOR CENTER ROOF PROJECT**

**FISCAL YEAR 2022-23**

**SPEC NO SC-1**

**BID OPENING: Thursday, October 6, 2022, at 11:00 A.M.**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**SENIOR CENTER ROOF PROJECT**

**SPEC NO SC-1**

**FISCAL YEAR 2022-23**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

---

Brandon Lopez  
Park Supervisor

Date \_\_\_\_\_

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**SENIOR CENTER ROOF PROJECT**

**SPEC NO SC-1**

**FISCAL YEAR 2022-23**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....i

NOTICE INVITING SEALED BIDS .....A-1 - A-4

INSTRUCTIONS TO BIDDERS .....B-1 - B-6

BID FORM .....C-1 - C-5

BID BOND .....D-1 - D-2

INFORMATION REQUIRED OF BIDDERS .....E-1 - E-8

AGREEMENT .....F-1 - F-4

FAITHFUL PERFORMANCE BOND .....G-1

LABOR AND MATERIAL BOND .....H-1 - H-2

WORKERS’ COMPENSATION CERTIFICATE.....I-1

APPRENTICESHIP REQUIREMENTS.....J-1

GENERAL PROVISIONS .....GP-1 - GP-6

SPECIAL PROVISIONS.....SP-1 - SP-23

TECHNICAL SPECIFICATIONS .....TP-1 – TP-

CONSTRUCTION DRAWINGS .....APPENDIX A

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
NOTICE INVITING SEALED BIDS**

**FOR THE**

**SENIOR CENTER ROOF PROJECT  
SPEC NO SC-1**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the Park District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **11:00A.M. Thursday, October 6, 2022**, at which time they will be publicly opened and read aloud at the District Office, 1605 E Burnley St, Camarillo, California, for performing the following work:

**SENIOR CENTER ROOF PROJECT  
SPEC NO SC-1**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words “**SENIOR CENTER ROOF PROJECT, SPEC. NO. SC-1**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to Brandon Lopez, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting September 27, 2022, at 1:30 P.M., at the Senior Center, 1605 E. Burnley Street, Camarillo, CA 93010.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said PROJECT to complete the project. The work will take place at 1605 E Burnley street in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This SENIOR CENTER ROOF PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE ENGINEER’S ESTIMATE FOR THIS SENIOR CENTER ROOF PROJECT IS:  
\$87,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within Thirty (30) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this SENIOR CENTER ROOF PROJECT. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <https://www.pvrpd.org/requests-for-proposal> . Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another



subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**B**" or "**C**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

**DISTRICT'S RIGHTS RESERVED:** The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the SENIOR CENTER ROOF PROJECT. To register to bid on this SENIOR CENTER ROOF PROJECT, email the \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR SENIOR CENTER ROOF PROJECT, SPEC NO SC-1.**

**BID QUESTIONS:** All bid questions shall be submitted by email to Brandon Lopez, blopez@pvrrpd.org by September 29, 2022 for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrrpd.org/>) within 24 hours after bid opening.



## INSTRUCTIONS TO BIDDERS

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the SENIOR CENTER ROOF PROJECT. To register to bid on this SENIOR CENTER ROOF PROJECT, email \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR SENIOR CENTER ROOF PROJECT, SPEC NO SC-1.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **SENIOR CENTER ROOF PROJECT, SPEC NO SC-1.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

**DELIVERY OF BIDS:** The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

**WITHDRAWAL OF BID:** The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

**BID GUARANTY:** Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this SENIOR CENTER ROOF PROJECT.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated

requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

**INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.**

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District:

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above,

including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the SENIOR CENTER ROOF PROJECT site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after SENIOR CENTER ROOF PROJECT completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder's risk insurance.** Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the SENIOR CENTER ROOF PROJECT until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the SENIOR CENTER ROOF PROJECT following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the SENIOR CENTER ROOF PROJECT.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the SENIOR CENTER ROOF PROJECT. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the SENIOR CENTER ROOF PROJECT; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any SENIOR CENTER ROOF PROJECT materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The



limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the SENIOR CENTER ROOF PROJECT who is brought onto or involved in the SENIOR CENTER ROOF PROJECT by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the SENIOR CENTER ROOF PROJECT will be submitted to District for review.

**Agency's right to revise requirements.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

**Timely notice of claims.** Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**BONDS:** The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers

**SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND:** All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond’s validity.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor

under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**SAFETY PERMIT:** The Contractor, and not the District, shall be responsible for performing safety inspections for this SENIOR CENTER ROOF PROJECT. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**SENIOR CENTER ROOF PROJECT**

**SPEC NO SC-1**

**FISCAL YEAR 2022-23**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**SENIOR CENTER ROOF PROJECT**

**SPEC NO SC-1**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**SENIOR CENTER ROOF PROJECT, SPEC NO SC-1**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CY .....Cubic yard  
EA .....Each  
LF .....Linear foot  
LS .....Lump sum  
SF .....Square foot  
SY .....Square yard  
TON .....Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**SENIOR CENTER ROOF PROJECT, SPEC NO SC-1**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**SENIOR CENTER ROOF PROJECT  
SPEC NO SC-1**

**BID SCHEDULE**

| ITEM NO. | DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|--|--------------------|------|-----------|-------------------|------|
| 1.       | Tear-off and haul away all existing roof material, nail removal, material disposal, dump fees. |                    |      |           |                   |      |
| 2.       | Install 30 year underlayment   |                    |      |           |                   |      |
| 3.       | Install 50 year duration roof shingles (Color TBD)   |                    |      |           |                   |      |
| 4.       | Replace all bad wood as necessary.   |                    |      |           |                   |      |
| 5.       | Replace all wood eaves/fascia as needed.   |                    |      |           |                   |      |
| 6.       | Replace all flashings around roof penetrations and install edge metal around perimeter.        |                    |      |           |                   |      |
| 7.       | Install low profile exhaust vents if needed.   |                    |      |           |                   |      |
| 8.       |  |                    |      |           |                   |      |
| 9.       |  |                    |      |           |                   |      |
| 10.      |  |                    |      |           |                   |      |
| 11.      |  |                    |      |           |                   |      |
| 12.      |  |                    |      |           |                   |      |
| 13.      |  |                    |      |           |                   |      |
| 14.      |  |                    |      |           |                   |      |

| ITEM NO.                        | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|---------------------------------|-------------|--------------------|------|-----------|-------------------|------|
| 15.                             |             |                    |      |           |                   |      |
| 16.                             |             |                    |      |           |                   |      |
| 17.                             |             |                    |      |           |                   |      |
| 18.                             |             |                    |      |           |                   |      |
| 19.                             |             |                    |      |           |                   |      |
| 20.                             |             |                    |      |           |                   |      |
| 21.                             |             |                    |      |           |                   |      |
| 22.                             |             |                    |      |           |                   |      |
| 23.                             |             |                    |      |           |                   |      |
| 24.                             |             |                    |      |           |                   |      |
| TOTAL BID AMOUNT IN FIGURES     |             |                    |      |           | \$                |      |
| TOTAL BID AMOUNT IN WORDS _____ |             |                    |      |           |                   |      |
| _____                           |             |                    |      |           |                   |      |

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_



**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder’s signature is required to verify he/she has reviewed the Code Sections.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we \_\_\_\_\_  
as Principal, hereinafter referred to as "Contractor" and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the \_\_\_\_\_,  
and will furnish all required certificates of insurance and bonds as required by the Contract.

**NOW, THEREFORE**, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and  
the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii)  
delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers  
Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs  
the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise  
this obligation shall remain in full force and effect, it being expressly understood and agreed that  
the liability of the Surety for any and all default of the Contractor hereunder shall be the amount  
of this obligation as herein stated. In the event suit is brought upon this bond by District and  
judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a  
reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall in no way be impaired or affected by an extension of the time within which the  
District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their  
several seals this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the name and corporate seal of  
each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

(By)

\_\_\_\_\_

(Title)

ATTEST:

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

(By)

\_\_\_\_\_

(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charged is \$\_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of Firm: \_\_\_\_\_  
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

(6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) Number of years of experience as a Contractor in construction work. \_\_\_\_\_

(9) List at least three (3) completed projects completed in the last 36 months:

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: \_\_\_\_\_

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the SENIOR CENTER ROOF PROJECT and indicate what part of the work will be done by each such Subcontractor.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the SENIOR CENTER ROOF PROJECT.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes ( ) No ( )

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.



**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_ ) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**State License Number and Classification**

\_\_\_\_\_  
**Street Address City State Zip Code**

\_\_\_\_\_  
**Telephone Number**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

## AGREEMENT

**THIS AGREEMENT** made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and \_\_\_\_\_ hereinafter referred to as the "**Contractor**".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "SENIOR CENTER ROOF PROJECT, SPEC NO SC-1" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **Thirty (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

**ARTICLE IV:** The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

**ARTICLE VII:** The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

**ARTICLE VIII:** The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this project.

**ARTICLE IX:** Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

**ARTICLE X:** The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter “Claims or Liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

**ARTICLE XI:** The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XII:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

**ARTICLE XIII:** Contractor will be compensated for any utility relocation required as part of the SENIOR CENTER ROOF PROJECT which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District’s or a public utility’s failure to provide for removal or relocation of utility facilities.

**ARTICLE XIV:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract unless permission to destroy them is granted by the District.

**ARTICLE XV:** No officer or employee of the District shall have any financial interest in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor 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.

**ARTICLE XVI:** 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.

**ARTICLE XVII:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**ARTICLE XVIII:** District will timely notify Contractor of any third-party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY  
RECREATION & PARK DISTRICT,  
CALIFORNIA**

Dated \_\_\_\_\_, 2022

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 2022

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**FAITHFUL PERFORMANCE BOND**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to \_\_\_\_\_, as Contractor ("Principal"), a Contract for the work entitled and described as follows **SENIOR CENTER ROOF PROJECT, SPEC NO SC-1;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ **PRINCIPAL**

\_\_\_\_\_ **SURETY**

Address of Surety: \_\_\_\_\_

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

**LABOR AND MATERIAL BOND  
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to \_\_\_\_\_, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

**SENIOR CENTER ROOF PROJECT**

**SPEC NO SC-1**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

---

**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information”** states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS SENIOR CENTER ROOF PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

**SCOPE OF WORK:** This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place at 1605 E Burnley street in Camarillo, California.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

**LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

**RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

**MONIES MAY BE RETAINED:** The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

**SALES AND/OR TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**ALLOWABLE VARIATION:** When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 426 – 426.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**EMERGENCY INFORMATION:** The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

**EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

**PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PAYROLL RECORDS:** The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).



(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

**ASSIGNMENT OF ANTITRUST ACTIONS:** The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all workdays as defined in Section 6-7.2 (S.S.P.W.C.).

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.



## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **SENIOR CENTER ROOF PROJECT**

#### **SPEC NO SC-1**

#### **FISCAL YEAR 2022-23**

#### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

**PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within Thirty **(30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the

final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

**F. RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

**G. SUBSTITUTION OF SECURITIES FOR RETENTION:** Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

**H. NO PERSONAL LIABILITY:** No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

**J. ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

**K. NOISE CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

**L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

**M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

**N. LEGAL ACTIONS AGAINST THE DISTRICT:** In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.



[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the

Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of

that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

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**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not

comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. CONFERENCES AND MEETING:** When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works project; claims process**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
  - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.

- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any project under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other projects.
  - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days

or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.



(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

## **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

### **"20104. Application of article; provisions included in plans and specifications**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991."

**"20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of

receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**W. WORKING HOUR RESTRICTIONS:** Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the

State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

## **Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

## **Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

## **2. PUBLIC CONVENIENCE AND SAFETY**

**A. GENERAL:** In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

**F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite



and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary “No Parking” signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: “Traffic Control” no additional compensation will be allowed therefor.

**TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**SENIOR CENTER ROOF PROJECT  
SPEC NO SC-1**

APPENDIX A

**CONSTRUCTION DRAWINGS**

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER  
By: John Fletcher, Irrigation Specialist**

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST  
FOR PROPOSALS FOR ONE NEW FLEET VEHICLE**

**SUMMARY**

As part of the 2021-2026 Strategic Plan, the District is working to incorporate green initiatives and sustainability practices. The Board appropriated funds in the amount of \$35,000 to purchase a new hybrid fleet vehicle. This new fleet vehicle will serve as a safer, more fuel-efficient replacement than the older gas counterpart as it can switch between gas and electric motors.

**BACKGROUND**

At the April 24th, 2022 budget workshop meeting, park staff presented to the Board their budget and capital improvement plans. On July 7, 2022, the Board of Directors approved the FY 2022/2023 budget and as part of the process, the Board allocated \$35,000 for fleet vehicle replacement. The vehicle slated to be replaced is the oldest ranger vehicle in the fleet, a 2005 Ford Escape with 190,000 miles on it. The current ranger vehicle is a 2017 Ford Escape with 180,500 miles on it.

The Parks Department currently has fleet vehicles which range from 1989 to 2021. Staff has made a number of repairs and replaced parts to keep our fleet in service and safe. 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. The District has identified the Ford Maverick hybrid as a more fuel-efficient vehicle that will be able to save on gas and help reduce emissions while still getting the range capabilities of a gas vehicle. This vehicle will result in the decommissioning of a 2005 Ford Escape that has nearly 190,000 miles. The degraded vehicle will be surplus once the District takes delivery of the new vehicle. This vehicle will provide the Parks Department with a vehicle that can be more useful, allow for easier storage access, better fuel economy, 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 for final procurement of 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.

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

### **FISCAL IMPACT**

There is no fiscal impact at this time.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.4: Create Green initiatives and sustainability program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost of savings of these methods as well as grant opportunities.

F. As capital funding allows, when applicable, purchase reduced or zero emission vehicles.

### **RECOMMENDATION**

It is recommended that the Board of Directors consider and approve the Request for Proposals and specifications for a new fleet vehicle.

### **ATTACHMENTS**

- 1) Request for Proposals (3 pages)

# Parks Department Truck Bid

Request for Bid:  
Due September 27, 2022, 12:00 pm



[www.pvrpd.org](http://www.pvrpd.org) • 805-482-1996

**John Fletcher**

**Irrigation Specialist**

Pleasant Valley Recreation

and Park District, Camarillo, CA

805-482-5396 x302

[jfletcher@pvrpd.org](mailto:jfletcher@pvrpd.org)

[www.pvrpd.org](http://www.pvrpd.org)



## INVITATION TO BID

Pleasant Valley Recreation and Park District is (“District”) is seeking a bid to purchase the following vehicle and specifications:

- New Vehicle, Ford Maverick
- Hybrid 2.5 liter Engine
- 4.5’ bed length with multi-position tailgate and six tie-down slots
- Electronic continuously variable transmission (CVT)
- 4 Wheel ABS Disc brakes
- Rear backup camera
- Spray in bedliner
- Supercrew (4-Door) compact pickup
- Trailer tow package
- Airbags for driver and passenger
- Clearcoat paint (White)

## PROPOSAL DEADLINE

The deadline for bid submittal is **Tuesday, September 27, 2022, 12:00 p.m.** Complete and sign the forms provided and submit with packet. Mark envelopes **Vehicle Bid** by the deadline to:

### **John Fletcher, Irrigation Specialist**

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

## ADDITIONAL INFORMATION

For questions, contact: **John Fletcher**  
(805) 482-5396 x302  
[jfletcher@pvrpd.org](mailto:jfletcher@pvrpd.org)

**BID FORM**

**New Vehicle**

| <u>Description</u> | <u>Qty</u> | <u>Unit Price</u>        | <u>Total Price</u> |
|--------------------|------------|--------------------------|--------------------|
| Vehicle            | 1          | \$ _____                 | \$ _____           |
|                    |            | Tire Fees                | \$ _____           |
|                    |            | Sales Tax                | \$ _____           |
|                    |            | <b>New Vehicle Total</b> | <b>\$ _____</b>    |

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

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

**TO: BOARD OF DIRECTORS**

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

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 718 ACCEPTING ALL OF VOLUME 1 AND THE  
PLEASANT VALLEY RECREATION AND PARK  
DISTRICT PORTION OF VOLUME 2 WITHIN THE  
VENTURA COUNTY MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN 2022**

**SUMMARY**

Pleasant Valley Recreation & Park District is one of 25 planning partners on the Ventura County 2022 Multi-Jurisdictional Hazard Mitigation Plan, including local Municipalities and Special Districts. Once the plan is adopted, the District will be eligible to apply for hazard mitigation project funding from the suite of grant programs under FEMA's Hazard Mitigation Assistance (HMA) program. The Plan needs to be adopted as the final step in the process.

**BACKGROUND**

In May 2021, a coalition of Ventura County planning partners embarked on a planning process to prepare for and lessen the impacts of specified natural hazards. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the partnership was formed to pool resources and create a uniform hazard mitigation strategy that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding sources.

**The 25-member planning partnership that completed this plan update process includes:**

- Ventura County (Unincorporated Areas)
- City of Camarillo
- City of Fillmore
- City of Moorpark
- City of Ojai
- City of Oxnard
- City of Port Hueneme
- City of Santa Paula
- City of Simi Valley
- City of Thousand Oaks
- City of Ventura
- California State University, Channel Islands
- Calleguas Municipal Water District
- Casitas Municipal Water District
- Channel Islands Beach Community Services District
- Conejo Recreation and Park District
- Ojai Valley Sanitary District

- Pleasant Valley Recreation and Park District
- Saticoy Sanitary District
- Triunfo Water and Sanitation District
- United Water Conservation District
- Ventura County Fire Protection District
- Ventura County Office of Education
- Ventura County Public Works Agency-Watershed Protection
- Ventura Regional Sanitation District

The planning area for the hazard mitigation plan encompasses all of Ventura County. The result of the organizational efforts has been to produce a Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (Cal OES) approved multi-agency multi-hazard mitigation plan.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions, and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the hazard mitigation plan addresses the following natural hazards considered to be of significant importance within the Ventura County planning area:

- Dam Failure Inundation
- Drought
- Earthquake
- Flooding (includes Levee Failures)
- Landslide & Mass Movements
- Sea Level Rise/Coastal Erosion (SLR)
- Severe Storms
- Severe Weather Events (Heat/Freeze Events)
- Tsunami
- Wildfire

Ventura County Office of Emergency Services secured funding for developing the hazard mitigation plan and was the lead coordinating agency for this multi-jurisdictional effort. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated plan covering all planning partners within the Ventura County Planning Area. Each jurisdiction has been responsible for the review and approval of their individual sections of the plan.

The plan was prepared in accordance with the Cal OES Local Hazard Mitigation Plan and FEMA preparation guidelines.

The plan update process was overseen by a 17-member stakeholder Steering Committee. The Steering Committee is composed of representative stakeholders from within the planning area and is an established committee that was leveraged for this planning process. In addition, residents were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a multi-media campaign that included public meetings, web-based information, questionnaires, and progress updates via the news media.

### **ANALYSIS**

Once the hazard mitigation plan has been approved by Cal OES and FEMA and adopted by all of the jurisdictional partners, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from the suite of grant programs under FEMA's Hazard Mitigation Assistance (HMA) program. The Plan needs to be adopted as the final step in the process.

Once Cal OES and FEMA have approved the Plan (APA – Approval Pending Adoption), each jurisdiction will need to adopt Volume 1 and respective annex by governing body resolution to be eligible to apply for funding sources including grants.

Grant funds are made available to local governments and states and can be used to implement the various hazard mitigation measures specified in the respective annexes. The Hazard Mitigation Plan is considered a living document, such that as awareness of additional hazards develop and new strategies and projects are conceived to offset or prevent loss due to natural hazards, the Plan will be evaluated and revised on an annual basis during the 5-year plan timeframe.

As a living document, the hazard mitigation plan information can be integrated and used in conjunction with other emergency and related plans, such as Emergency Operation Plans (EOPs).

To view the entire Ventura County Multi-Jurisdictional Hazard Mitigation Plan, visit [www.readyventuracounty.org/county-plans/](http://www.readyventuracounty.org/county-plans/), which is 1,162 pages. Scroll down to the Current Planning Efforts section on that site to view Draft HMP Volume 1 and Draft HMP Volume 2.

### **FISCAL IMPACT**

The fiscal impact to the Ventura County 2022 Multi-Jurisdictional Hazard Mitigation Plan is any potential matches to grant opportunities the District will attempt to secure.

### **STRATEGIC PLAN COMPLIANCE**

Strategic Plan Goal 1.1.C: Obtain grant funds that further the work of the District.

Strategic Plan Goal 4.4.B: 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 for the Board to consider a motion to adopt Resolution No. 718 and adopt the Ventura County Multi-Jurisdictional Hazard Mitigation Plan.

### **ATTACHMENTS**

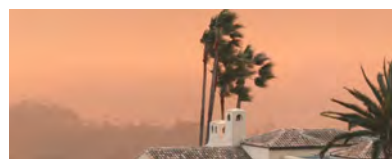
- 1) Ventura Hazard Mitigation Plan Executive Summary (8 pages)
- 2) Ventura Hazard Mitigation Plan Volume 1 and Volume 2, including the Jurisdiction's Annex of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan - visit [www.readyventuracounty.org/county-plans/](http://www.readyventuracounty.org/county-plans/)
- 3) Hazardous Mitigation Plan Resolution (2 pages)

Ventura County

# Multi-Jurisdictional Hazard Mitigation Plan

Update 2022

*EXECUTIVE SUMMARY*



June 2022



235/436

# EXECUTIVE SUMMARY

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Ventura County’s hazard mitigation plan update for 2022 defines measures to reduce risks from natural disasters in the Ventura County planning area, which includes unincorporated areas, incorporated cities, and special purpose districts. The plan updates the County’s previous plan, the *2015 Ventura County Multi-Hazard Mitigation Plan*. It complies with federal and state hazard mitigation planning requirements to establish eligibility for funding under Federal Emergency Management Agency (FEMA) grant programs for all jurisdictions that participated as planning partners:

- City of Camarillo
- City of Fillmore
- City of Moorpark
- City of Ojai
- City of Oxnard
- City of Port Hueneme
- City of San Buenaventura (Ventura)
- City of Santa Paula
- City of Simi Valley
- City of Thousand Oaks
- California State University, Channel Islands
- Calleguas Municipal Water District
- Casitas Municipal Water District
- Channel Islands Beach Community Services District
- Conejo Recreation & Park District
- Ojai Valley Sanitary District
- Pleasant Valley Recreation & Park District
- Saticoy Sanitary District
- Triunfo Water & Sanitation District
- United Water Conservation District
- Ventura County Fire Protection District
- Ventura County Office of Education
- Ventura County Public Works Agency—Watershed Protection
- Ventura Regional Sanitation District

## PLAN DEVELOPMENT APPROACH

### Organization

A core planning team consisting of a contract consultant and Ventura County staff was assembled to facilitate this plan update. A planning partnership was formed by engaging eligible local governments and making sure they understood their expectations for compliance under the updated plan. A steering committee was assembled to oversee the plan update, consisting of both governmental and non-governmental stakeholders within the planning area. Coordination with other local, state, and federal agencies involved in hazard mitigation occurred throughout the plan update process. Organization



efforts included a review of the County's 2015 hazard mitigation plan, the California statewide hazard mitigation plan, and existing programs that may support hazard mitigation actions.

## **Public Outreach**

The planning team implemented a multi-media public involvement strategy utilizing the outreach capabilities of the planning partnership that was approved by the Steering Committee. The strategy included virtual public meetings, a community hazard mitigation awareness survey, a project website, and multiple print, web-based, and social media releases. Additionally, the Steering Committee was made up of community-based organizations, non-profit organizations, and other agencies that helped amplify public outreach efforts to their networks.

## **Plan Document Development**

The planning team and Steering Committee assembled a document that is designed to meet federal hazard mitigation planning requirements for all partners. The updated plan contains two volumes. Volume 1 contains components that apply to all partners and the broader planning area. Volume 2 contains components that are jurisdiction-specific, including each planning partner's dedicated annex.

## **Adoption**

Once pre-adoption approval has been granted by the California Governor's Office of Emergency Services and FEMA, each planning partner will individually adopt the updated plan. Each partner has up to one year from FEMA approval to adopt the plan.

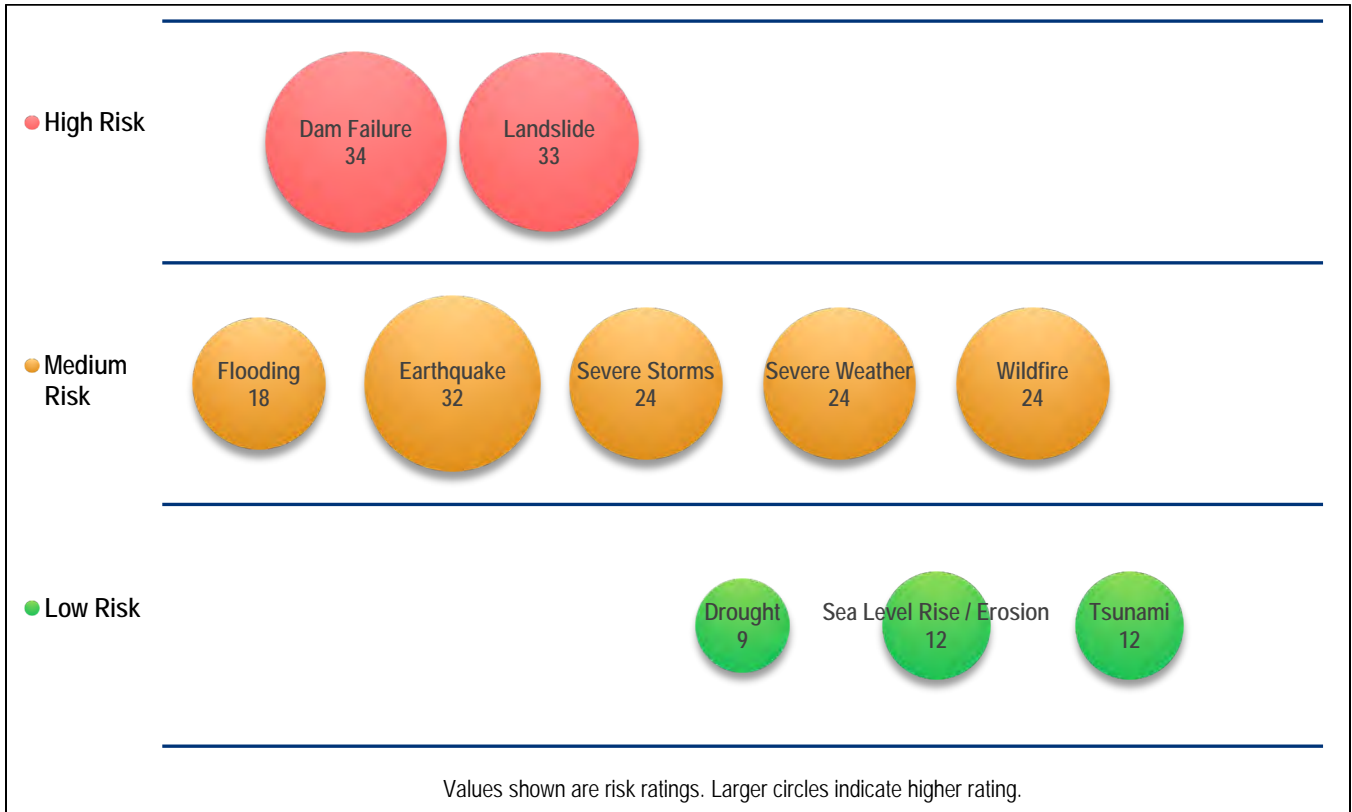
## **RISK ASSESSMENT**

Risk assessment is the process of measuring the potential loss of life resulting from natural hazards, as well as personal injury, economic injury, and property damage, in order to determine the vulnerability of people, buildings, and infrastructure. For this update, the risk assessment included the following:

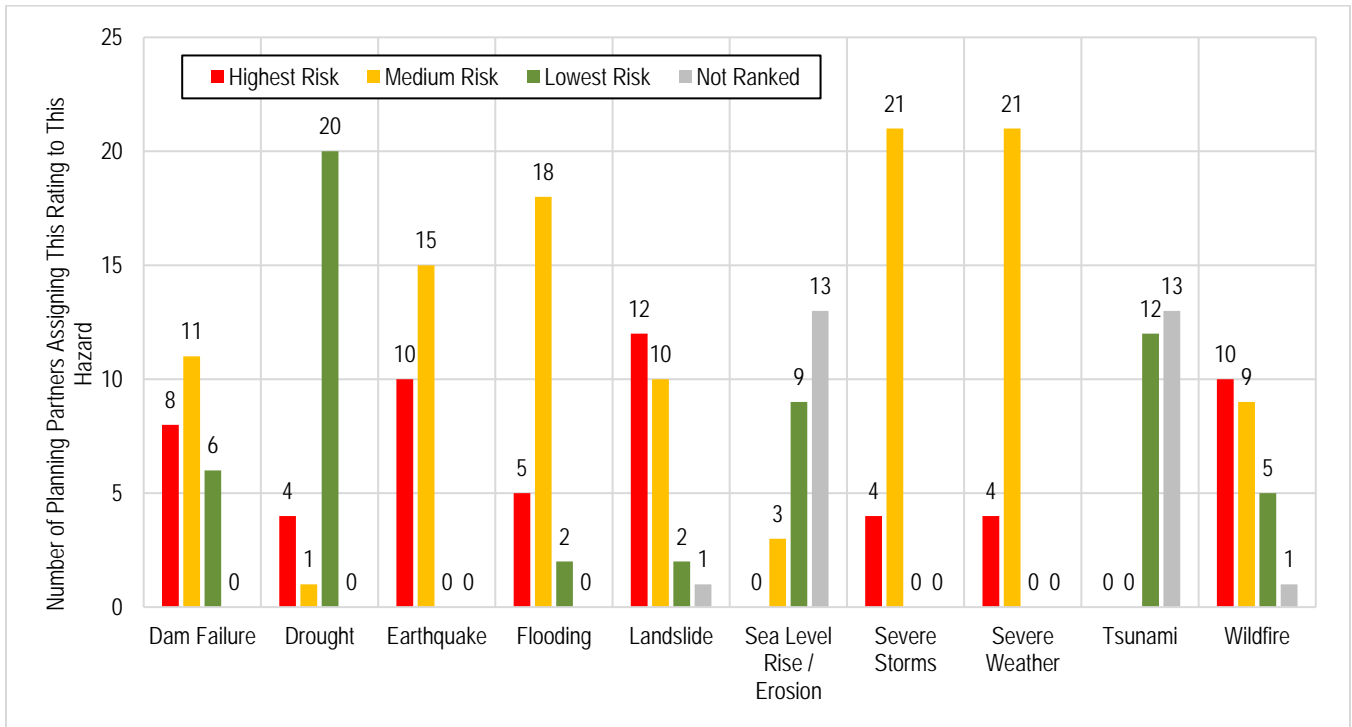
- Hazard identification and profiling
- Assessment of the impact of hazards on physical, social, and economic assets
- Identification of particular areas of vulnerability
- Estimates of the cost of potential damage

Based on the risk assessment, each hazard of concern was ranked for the risk it poses to the overall planning area using risk ranking criteria provided by the core planning team. These rankings were reviewed and validated by each planning partner through the jurisdictional annex process. Figure ES-1 shows scores and ratings for the entire Ventura County planning area. All planning partners also rated the hazards for their impacts on their own individual planning areas. Figure ES-2 summarizes how the participating planning partners rated each hazard.

**Figure ES-1. Countywide Hazard Risk Rating**



**Figure ES-2. Summary of Risk Rating for Individual Planning Partners**



The Steering Committee considered the full range of natural hazards that could affect the planning area and then selected those that present the greatest concern for risk assessment in this plan. The process incorporated a review of state and local hazard planning documents as well as information on the frequency of, magnitude of, and costs associated with hazards that have struck the planning area or could do so. Anecdotal information regarding natural hazards and the perceived vulnerability of the planning area's assets to them was also used. Based on the review, this plan includes risk assessments for the following hazards of concern:

- Dam failure
- Drought
- Earthquake
- Flood
- Landslide
- Sea-level rise and coastal erosion
- Severe storms
- Severe weather
- Tsunami
- Wildfire

In addition to the risk assessment of the hazards of concern, this plan provides a qualitative review of "hazards of interest." The Steering Committee determined that these other hazards, though not required to be evaluated under federal guidelines for hazard mitigation plans, are important to recognize qualitatively in this plan. Hazard profiles, without quantitative risk assessments, are provided for the following hazards of interest:

- Agricultural and biological hazards
- Pandemic

Climate change is not assessed as an individual hazard, but a profile is provided describing how climate change could affect the hazards of concern assessed in this plan.

## **MITIGATION GOALS AND OBJECTIVES**

The Steering Committee reviewed the *2015 Ventura County Multi-Hazard Mitigation Plan* and noted that neither a vision statement nor a list of objectives was part of the previous plan. The following vision statement was selected to guide the Steering Committee and planning partners in selecting the actions contained in this plan update:

*The Ventura County Multi-Jurisdictional Hazard Mitigation Plan will establish and promote a comprehensive mitigation strategy and efforts to equitably reduce risk and increase the resiliency of the community and environment from natural hazards.*

## Goals

The Steering Committee and planning team established the following 10 goals for the plan update:

- Protect life, property, and the environment, and minimize displacement due to natural hazard events.
- Effectively communicate natural hazard risks and mitigation strategies to the whole community.
- Pursue development and implementation of feasible, cost-effective, and environmentally sound hazard mitigation measures.
- Prioritize multi-objective hazard mitigation actions and those that reduce risk to vulnerable communities.
- Coordinate with other plans and programs that can support or enhance hazard mitigation.
- Enhance the County's capability and capacity to prepare for, respond to, and recover from the impacts of natural hazards.
- Proactively anticipate the risks of future impacts from hazards.
- Increase the County's adaptive capacity to reduce risk from hazard impacts.
- Promote proactive, self-sufficient mitigation and response abilities.
- Reduce risk to and increase the resilience of critical infrastructure and community lifelines.

The effectiveness of a mitigation strategy is assessed by determining how well these goals are achieved.

## Objectives

Each of the selected plan objectives meets multiple goals, serving as a stand-alone measurement of the effectiveness of a mitigation action, rather than as a subset of a goal. The objectives were used to help establish priorities for each action identified in the plan. The plan objectives are as follows:

- Utilize the best available data, science, and technology to identify and communicate the risk exposure to hazards to state, regional, and local agencies, as well as the private sector and non-profit groups.
- Support efforts to improve the resilience of community lifelines in socially vulnerable communities.
- Enhance supply chain diversity and improved resilience by supporting local food and energy production and increased multi-modal transportation.
- Research, develop, promote, adopt, and enforce codes and standards to preserve life and property that are affordable and feasible to implement.
- Promote and implement measures to mitigate the risk of wildfires, such as greenbelts and fire breaks around communities and along roadways.
- Support the protection of vital records, and strengthen or replace buildings, infrastructure, and lifelines to minimize post-disaster disruption and facilitate short-term and long-term recovery.
- Improve and expand systems that provide warning and emergency communications to the whole community.

- Continue developing and strengthening inter-jurisdictional coordination and cooperation in the area of emergency services.
- Promote and implement the retrofit or replacement of at-risk structures and lifelines to increase community resilience.
- Incentivize mitigation measures for high-risk and repetitive loss areas to address repairs, major alterations, development plans, and practices to increase community resilience.
- Reduce repetitive property losses due to hazard impacts through acquisition, retrofitting, design, and updated construction and land use regulations.
- Encourage and support leadership within the private sector, non-profit agencies, and community-based organizations to promote and implement local hazard mitigation activities.
- Proactively manage and care for natural resources, including grasslands, forests, oak woodlands, riparian forests, stream channels, coastal wetlands, and beaches, to enhance their ability to withstand and recover from natural disasters and minimize public safety risks.
- Support hazard mitigation measures that promote and enhance natural processes.
- Support hazard mitigation measures, where feasible, that utilize nature-based practices and solutions (e.g., holistic watershed management and green belts) and support and enhance natural processes.
- Encourage the creation of financial and regulatory incentives to motivate stakeholders such as homeowners, private sector businesses, and non-profit community organizations to mitigate hazards and risks.
- Conduct public outreach activities that increase community awareness and understanding of hazard risk, mitigation options, and preparedness strategies.
- Minimize impacts of hazard events on the economic drivers for the County.
- Align the hazard mitigation plan with state mitigation plans; city and county general, community, capital improvement plans; special-purpose district plans; and climate action, resilience, and adaptation plans.

## **MITIGATION ACTION PLAN**

The mitigation actions presented in this update are activities designed to reduce or eliminate losses resulting from natural hazards. The update process resulted in the identification of 300 mitigation actions for implementation by individual planning partners, as presented in Volume 2 of this plan. In addition, the Steering Committee and planning partners identified three countywide actions benefiting the whole partnership, as listed in Table ES-1.

**Table ES-1. Countywide Mitigation Initiatives**

| Action Number and Description   | Priority for Implementation | Priority for Grant Pursuit |
|---|-----------------------------|----------------------------|
| CW-1— Continue to maintain a website that will house the multi-jurisdictional hazard mitigation plan and any amendments to it adopted during the next 5-year period to provide the planning partners and the public with ongoing access to the plan and its implementation.   | High                        | Low                        |
| CW-2— Continue to leverage/support/enhance ongoing, regional public education and awareness programs, such as VCAAlert, CERT (Community Emergency Response Team), DART (Disaster Assistance Response Team), TsunamiReady, and StormReady, as methods to educate the public on risk, risk reduction, and community resilience. | High                        | Low                        |
| CW-3— Continue to provide a virtual hub for sharing information on hazard mitigation resources on the readyventuracounty.org website that will support mitigation efforts and awareness of grant funding opportunities to the planning partnership.   | High                        | Low                        |

## IMPLEMENTATION

The Steering Committee developed a plan implementation and maintenance strategy that includes monitoring of the plan’s implementation, progress reporting, a strategy for continued public involvement, and plan integration with other relevant plans and programs.

Full implementation of the recommendations of this plan will require time and resources. The measure of the plan’s success will be its ability to adapt to changing conditions. Ventura County and its planning partners will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan will enable all planning partners to pursue Hazard Mitigation Assistance grant funding for feasible, eligible and cost-effective actions. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan’s success.

**RESOLUTION NO. 718**  
**RESOLUTION OF THE BOARD OF DIRECTORS OF**  
**PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**ADOPTING THE ADOPTION OF THE**  
**VENTURA COUNTY MULTI-JURISDICTIONAL**  
**HAZARD MITIGATION PLAN**

**WHEREAS**, all of Ventura County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy; and

**WHEREAS**, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

**WHEREAS**, a coalition of Ventura County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partners identified capabilities, within the Ventura County Planning Area; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy.

**NOW, THEREFORE, BE IT RESOLVED** that the Pleasant Valley Recreation and Park District:

1. Adopts in its entirety, Volume I, the Pleasant Valley Recreation and Park District annex, and appendices of Volume II of the Ventura County Local Multi-Jurisdictional Hazard Mitigation Plan.
2. Will use the adopted and approved portions of the Hazard Mitigation Plan to guide pre- and post- disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the Hazard Mitigation Plan with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the on-going countywide mitigation efforts and continue to participate in the Planning Partnership as described by the Hazard Mitigation Plan.
5. Will help to promote and support the mitigation successes of all Planning Partners.

**PASSED AND ADOPTED** by the Board of Directors Pleasant Valley Recreation And Park District on the 7<sup>th</sup> day of September, 2022 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Robert Kelley  
Chair, Board of Directors  
PLEASANT VALLEY RECREATION AND  
PARK DISTRICT

**ATTEST:**

\_\_\_\_\_  
Beverly Dransfeldt  
Secretary, Board of Directors  
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: Dylan Gunning, Administration Analyst**

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL TO ACCEPT THE  
WILLIAMS HOMES AND SOMIS FARM WORKERS  
PROJECT QUIMBY FUNDS**

**SUMMARY**

The District has received Quimby Funds for the Williams Homes Project and the Somis Farm Workers Project.

**BACKGROUND**

Quimby Fees means all fees (i) established and imposed upon the Project pursuant to the Quimby Act as set forth in California Government Code Section 66477 et seq., and this Agreement, (ii) in effect as of the Adoption Date.

**ANALYSIS**

The District has received Quimby funds for the Somis Farm Workers Housing Project and the Williams Homes Project.

| <b>Project</b>             | <b>Date Received</b> | <b>Funds</b>   |
|----------------------------|----------------------|----------------|
| Williams Homes Project     | 7/28/2022            | \$2,840,447.45 |
| Somis Farm Workers Project | 8/5/2022             | \$347,625.00   |

**FISCAL IMPACT**

The District has received Quimby fees in the amounts of \$2,840,447.45 and \$347,625.00 for a total of \$3,188,072.45. Funds have been placed into Fund 30.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal and Strategy 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

**RECOMMENDATION**

Receive and approve to file the report.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 719 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 SEPTEMBER 7<sup>TH</sup>, 2022 THROUGH OCTOBER 6<sup>TH</sup>, 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. On March 2,

2022, the District Board adopted Resolution No. 701 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. On April 6, 2022, the District Board adopted Resolution No. 704 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. On May 4, 2022, the District Board adopted Resolution No. 709 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. On June 1, 2022 the District Board adopted Resolution No. 711 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. On July 6, 2022 the District Board adopted Resolution No. 716 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 for the Board to consider and adopt Resolution No. 719 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 September 7<sup>th</sup>, 2022 through October 6<sup>th</sup>, 2022 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

### **ATTACHMENT**

- 1) Resolution No. 719 (3 pages)

**RESOLUTION NO. 719**

**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 SEPTEMBER 7<sup>TH</sup>, 2022 THROUGH OCTOBER 6<sup>TH</sup>, 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 October 6<sup>th</sup>, 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 7<sup>th</sup> day of September 2022, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**Attested:**

\_\_\_\_\_  
Bev Dransfeldt, Secretary, Board of Directors  
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: Dylan Gunning, Administrative Analyst**

**DATE: September 7, 2022**

**SUBJECT: PARK IMPACT FEE ANNUAL REPORT**

**SUMMARY**

This is the annual report for Park Impact Fees collected and expended. This fund accounts for charges to developers for the cost of park improvements needed to serve a new development. Park impact fees provide upfront financing for the expansion of public facilities needed to serve a new development. The fee(s) are paid with the application for a building permit.

**BACKGROUND**

In 2021, the District established Park Impact Fees through a Park Impact Fee Nexus Study (“Nexus Study”) that was prepared pursuant to the “Mitigation Fee Act,” as found in Government Code § 66000 et seq. The purpose of the Nexus Study was to establish the legal and policy basis for the imposition of a new park impact fee program on new development not subject to the City of Camarillo (“City”) Quimby ordinance. The park impact fee would fund the one-time cost of expanding the District’s parks and recreational facilities in order to meet the impact of new development.

The City of Camarillo adopted Ordinance No. 1180, an ordinance of the City Council of the City of Camarillo, California, adding chapter 16.52 to the Camarillo municipal code to establish park impact fees. Ordinance No. 1180 was adopted on June 23, 2021 and took effect 30 days from the date of adoption.

The following information, entitled “Annual Report,” must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date

on which any loan will be repaid, and the rate of interest to be returned to the account; and the amount of money refunded under section Govt. Code § 66001.

The District shall review the Annual Report at the next regularly scheduled public meeting, not less than 15 days after the Annual Report is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The District Board may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any park impact fee proceeds, and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended park impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make the following findings, entitled “Five-Year Findings Report,” with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be placed;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The District shall provide for the refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Government Code § 66001 (e) to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

### **PARK IMPACT FEE ANNUAL REPORT**

This report only addresses the required annual reporting for the fiscal year 2021-2022 (July 1, 2021 to June 30, 2022) (FY21-22).

District Park Impact Fees are collected based on land use categories and kept in Fund 40. The current Park Impact Fee Schedule is as follows for projects between April 2022 through March 2023:



| <b>Park Impact Fee Schedule</b>   |                          |                        |
|---|--------------------------|------------------------|
| <b>Land Use Category</b>  | <b>Unit <sup>1</sup></b> | <b>Park Impact Fee</b> |
| Single-Family Housing   | DU                       | \$7,712.79             |
| Multi-Family Housing  | DU                       | \$5,427.56             |
| Mobile Homes  | DU                       | \$4,778.11             |
| Accessory Dwelling Unit   | See Note 2               |                        |
| Retail / Commercial   | BSQFT                    | \$0.39                 |
| Office  | BSQFT                    | \$0.61                 |
| Industrial  | BSQFT                    | \$0.27                 |
| <b>Notes:</b>   |                          |                        |
| <sup>1</sup> DU means dwelling unit BSQFT means building square feet.   |                          |                        |
| <sup>2</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt. |                          |                        |

The FY 2021-2022 beginning balance for Park Impact Fees Fund 40 was \$0.00 dollars, and at the end of the FY, had received \$172,347.20 in park impact fees. Fund 40 has received \$11.90 in interest.

| <b>Park Impact Fee Received FY 21-22</b> |                     |   |                             |                                |                     |
|--|---------------------|---|-----------------------------|--------------------------------|---------------------|
| <b>Date Received</b>                     | <b>Amount</b>       | <b>Parcel Number</b>                              | <b>Project Name</b>         | <b>Project Address</b>         | <b>Tract Number</b> |
| 10/28/2021                               | \$158.40            | 160-0-030-015                                     | Meissner Filtration         | 1001 Flynn Road                | 3442                |
| 12/20/2021                               | \$6983.00           | 152-0-140-645                                     | PR-1014 Stern Residence     | 516 Pearson Road               | 52PM28              |
| 12/21/2021                               | \$158,222.80        | 229-0-320-105;<br>229-0-320-085;<br>229-0-320-095 | Village at the Park APT's   | 3065 Village at the Park Drive | 5655 RPD-189M(3)    |
| 3/22/2022                                | \$6983.00           | 152-0-420-075                                     | Spanish Hills Estates Lot 7 | 279 Crestview Ave              | 5920                |
| <b>TOTAL</b>                             | <b>\$172,347.20</b> |   |                             |                                |                     |

- As of the time of this annual report, the District has not expended any of the funds for improvements.
- As of the time of this annual report, the District has not made any inter-fund transfer or loan made from the account or fund.
- At the time of this reporting, there has not been any amount of money refunded under section Govt. Code § 66001.

**FISCAL IMPACT**

There is no anticipated fiscal impact to the District from this recommendation.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal and Strategy 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

**RECOMMENDATION**

Receive and approve to file the report.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Kathryn Drewry, Human Resources Specialist**

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL TO REPLACE  
RESOLUTION NO. 104 AND APPROVE UPDATED  
EMPLOYER-EMPLOYEE RELATIONS RESOLUTION  
NO. 720**

**SUMMARY**

California Government Code section 3507 provides that a public agency may adopt reasonable local rules and regulations after consultation in good faith with representatives of a recognized employee organization or organizations for the administration of employer-employee relations. While not mandatory, it is beneficial for a local agency to adopt such local rules, usually in the form of an employer-employee relations resolution, to meet the organizational needs of the agency. The District previously adopted local rules in 1973, which have become long outdated and overdue for an update. Thus, staff met and conferred and reached an agreement with SEIU Local 721 on an updated Employer-Employee Relations resolution, which is presented with this Agenda Report.

**BACKGROUND**

The Meyers-Miliias-Brown Act (“MMBA”) of 1968 established collective bargaining for California’s municipal, county, and local special district employers. In 1973, the District adopted the attached Resolution #104 regarding employer-employee relations, providing local rules governing, among other things, recognition of employee organizations, bargaining unit determination, labor negotiations, impasse, MOUs, grievances, and prohibited practices. Effective July 1, 2001, MMBA governed agencies and employees were brought under the jurisdiction of the California Public Employment Relations Board (“PERB”), which meant application of longstanding PERB case law to those agencies and significantly affected labor relations between public sector employers and employees. In addition, the MMBA has been significantly changed in the last 10 years relative to employee rights, impasse, factfinding, agency shop, employee organization rights and employer communications. Based upon these changes since the 1973 adoption of Resolution No. 104, the District staff and its general counsel determined it was time to update the District’s Employer-Employee Relations Resolution.

California Government Code section 3507 provides that a public agency may adopt reasonable local rules and regulations after consultation in good faith with representatives of a recognized employee organization or organizations for the administration of employer-employee relations. The District’s general counsel prepared a draft updated Employer-Employee Relations Resolution and proceeded to meet and confer with the attorney for SEIU Local 721 regarding edits and final

approval of same. As a result, SEIU Local 721 has approved the attached updated Employer-Employee Relations Resolution (“EERR”).

### **ANALYSIS**

The District continues to seek to promote communication and improved employer-employee relations between the District, its employee organizations and its employees by establishing and maintaining uniform and orderly methods of communication and labor relations. The attached updated EERR provides clarification and additional provisions to bring the old 1973 EERR consistent with current law and labor relations practices. It includes the following general updates:

- Clarified rules for recognition and decertification of employee organizations
- New rules covering unit modification and/or severance, which were previously missing
- Updated management rights and employee organization rights
- Updated impasse procedures, including state mandated factfinding procedures
- Updates to meet and confer obligations on matters within the scope of bargaining
- Clarified review and appeal rights
- Clarified use of District resource rules

### **FISCAL IMPACT**

There is no fiscal impact at this time.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 5.2F: “Implement updated employment practices that increase the diversity of the District.”

Meets 2021 Strategic Plan Goal 5.4D: “Formalize standard operating procedures to include organizational chart, operation manuals, IT manual, employee handbook, training programs, and skill retention.”

### **RECOMMENDATION**

It is recommended that the Board approve to replace Resolution No. 104 and approve updated Employer-Employee Relations Resolution No. 720.

### **ATTACHMENTS**

- 1) Resolution #104 -1973 Employer Employee Relations Resolution (21 pages)
- 2) Updated Employer-Employee Relations Resolution No. 720 (25 pages)

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE PLEASANT VALLEY RECREATION AND PARK  
DISTRICT REGARDING EMPLOYER-EMPLOYEE  
RELATIONS.

Section

Page

Title of Resolution

Statement of Purpose

PART I - EMPLOYER-EMPLOYEE RELATIONS

|    |  |    |
|----|--|----|
| 1  | Definitions  | 1  |
| 2  | Employee Rights  | 4  |
| 3  | District Rights  | 5  |
| 4  | Meet & Confer in Good Faith -- Scope   | 5  |
| 5  | Consultation in Good Faith -- Scope  | 5  |
| 6  | Advance Notice   | 6  |
| 7  | Petition for Recognition   | 6  |
| 8  | Determination of Appropriate Unit  | 8  |
| 9  | Recognition of Employee Organizations as<br>Majority Representative Formal Recognition | 9  |
| 10 | Designation of Employee Relations Officer  | 9  |
| 11 | Resolution of Wages, Hours and Working Conditions                                      | 10 |
| 12 | Resolution of Impasses   | 11 |
| 13 | Grievances   | 11 |
| 14 | Memorandum of Understanding  | 12 |
| 15 | Prohibited Practices   | 12 |

PART II - ADMINISTRATIVE PROCEDURE

|   |   |    |
|---|---|----|
| 1 | Representation Proceedings                | 14 |
| 2 | Dues Payroll Deduction                    | 16 |
| 3 | Reasonable Time-Off to Meet and Confer    | 17 |
| 4 | Access to Work Locations                  | 18 |
| 5 | Use of District Facilities                | 18 |
| 6 | Use of Bulletin Boards                    | 18 |
| 7 | Availability of Data                      | 19 |
| 8 | Peaceful Performance of District Services | 20 |
|   | Construction                              | 20 |

WHEREAS, Chapter 10, Division 4, Title 1 of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, Government Code Section 3507 empowers a political subdivision of the State of California to adopt reasonable rules and regulations for the administration of employer-employee relations; and

WHEREAS, the Pleasant Valley Recreation and Park District, a political subdivision, desires to adopt such reasonable rules and regulations as authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows:

TITLE OF RESOLUTION

This resolution shall be known as the Employer-Employee Relations Resolution of the Pleasant Valley Recreation and Park District.

STATEMENT OF PURPOSE

The purpose of the Resolution is to implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.), captioned "Local Public Employee Organizations" by providing orderly procedures for the administration of employer-employee relations between the public agency and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment.

PART I - EMPLOYER-EMPLOYEE RELATIONS

SECTION 1. DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- (A) APPROPRIATE UNIT -- means a unit established pursuant to Part I, Section 8 of this Resolution.
- (B) CONFIDENTIAL EMPLOYEE -- means an employee who is privy to decisions of District management affecting employer-employee relations.
- (C) CONSULT AND CONSULTATION IN GOOD FAITH -- means to communicate verbally or in writing for the purpose of presenting or obtaining views or advising of intended actions.
- (D) DAYS -- means "calendar days" unless otherwise stated.

- (E) DISTRICT -- means the Pleasant Valley Recreation and Park District, and, where appropriate herein, refers to the Board of Directors, the governing body of said District, or any duly authorized management employee as herein defined.
- (F) DUES -- means any single sum of money authorized by an employee to be deducted by the District for payment to a recognized employee organization, which deduction has been approved by the Board of Directors.
- (G) EMPLOYEE -- means any person regularly employed by the District except those persons elected by popular vote, and temporary employees, part-time employees and contract employees.
- (H) EMPLOYEE ORGANIZATION -- means any organization which includes employees of the District and which has as one of its primary purposes representing such employees in their employment relations with the District.
- (I) EMPLOYEE RELATIONS OFFICER -- means the General Manager and District Counsel in all matters of employer-employee relations designated pursuant to Part I, Section 10, or his duly authorized representative.
- (J) EMPLOYER-EMPLOYEE RELATIONS -- means the relationship between the District and its employees and/or their employee organizations, or when used in a general sense, the relationship between District management and employees or employee organizations.
- (K) FACT FINDER -- means one who is selected by the mutual consent of the District and all interested, formally recognized employee organizations to fact find.
- (L) FACT-FINDING -- means identification of the major issues in a particular dispute, review of the positions of the parties, resolution of factual differences by one or more impartial fact finders, and the making of recommendations for settlement of such issues by either party. The recommendations of the fact finder shall be private, and a copy of the fact finder's recommendations shall be supplied to each of the parties involved. A fact finder shall take no public position at any time concerning the issues.
- (M) GRIEVANCE -- as this term is defined in Part I, Section 13(A).
- (N) IMPASSE -- means:
- (1) A deadlock in discussions between a formally recognized employee organization and the District over any matters concerning which they are required to meet and confer in good faith in an attempt to reach agreement, or over the scope of such subject matter; or

- (2) Any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Employee Relations Officer made pursuant to Part I, Section 7, 8, or 9 of this Resolution.
- (O) MAJORITY REPRESENTATIVE -- means an employee organization, or its duly authorized representative, that has been granted formal recognition by the Board of Directors as representing the majority of employees in an appropriate unit.
- (P) MANAGEMENT EMPLOYEE -- means:
- (1) Any employee having significant responsibilities for formulating and administering District policies and programs, including, but not limited to, the General Manager and division heads; and
- (2) Any employee having authority to exercise independent judgment in accomplishing any one or more of the following personnel actions: to hire, transfer, suspend, lay off, recall, promote, discharge, assign, regard, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances.
- (Q) MEDIATION OR CONCILIATION -- means the efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse through interpretation, suggestion, and advice. Mediation and conciliation are interchangeable terms.
- (R) MEET AND CONFER IN GOOD FAITH (sometimes referred to herein as "meet and confer" or "meeting and conferring") -- means performance by duly authorized District representatives and duly authorized representatives of an employee organization recognized as the majority representative of their mutual obligation in good faith regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to:
- (1) Reach agreement on those matters within the authority of such representatives, and
- (2) Reach agreement on what will be recommended to the Board of Directors on those matters within the decision making authority of the Board of Directors. This does not require either party to agree to a proposal or to make a concession.
- (S) PROFESSIONAL EMPLOYEE -- means employees engaged in work requiring specialized knowledge and skills attained through completion of a prolonged recognized course of specialized intellectual instructions and study, including, but not limited to, engineers, architects, and landscape architects.



- (T) RECOGNIZED EMPLOYEE ORGANIZATIONS -- means an employee organization which has been acknowledged by the Board of Directors as an employee organization that represents employees of the District. The rights accompanying recognition are either:
- (1) Formal Recognition -- which is the right to meet and confer in good faith as the majority representative in an appropriate unit; or
  - (2) Informal Recognition -- which is the right to consultation in good faith by all recognized employee organizations.
- (U) RESOLUTION -- means, unless the context indicates otherwise, the Employer-Employee Relations Resolution of the Pleasant Valley Recreation and Park District.
- (V) SCOPE OF REPRESENTATION -- means all matters relating to employer-employee relations, including wages, hours, and other terms and conditions of employment. District rights (Section 3) are excluded from the scope of representation.
- (W) SUPERVISORY EMPLOYEE -- means any employee having authority to exercise independent judgment in assigning work and evaluating performance and to effectively recommend on actions to hire, promote, transfer, lay off, recall, discipline, suspend, discharge, or adjust grievances of other employees, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

## SECTION 2. EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages hours, and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of his exercise of these rights.

## SECTION 3. DISTRICT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment promotion, direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of

SECTION 3. DISTRICT RIGHTS (CONT.)

governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

SECTION 4. MEET AND CONFER IN GOOD FAITH -- SCOPE

- (A) The District, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations with majority representation rights regarding matters within the scope of representation including wages, hours, and other terms and conditions of employment in an attempt to reach agreement.
- (B) The District shall not be required to meet and confer in good faith on any subject preempted by Federal or State laws.

SECTION 5. CONSULTATION IN GOOD FAITH -- SCOPE

All matters affecting employer-employee relations, including those that are not subject to meeting and conferring, are subject to consultation. The District, through its representatives, shall consult in good faith with representatives of recognized employee organizations on employer-employee relations matters which affect them. Advance notice on matters subject to consultation, but outside the scope of representation, is desirable but not mandatory.

SECTION 6. ADVANCE NOTICE

Reasonable written notice shall be given to a recognized employee organization affected by any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation prior to the time such matters are presented to the Board of Directors for consideration.

In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution, or regulation must be adopted immediately, the District may take such action without prior notice or meeting with a recognized employee organization. The District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

## SECTION 7. PETITION FOR RECOGNITION

There are two levels of employee organization recognition-- formal and informal. The recognition requirements of each are set forth below:

- (A) FORMAL RECOGNITION -- THE RIGHT TO MEET AND CONFER IN GOOD FAITH AS MAJORITY REPRESENTATIVE: An employee organization that seeks formal recognition for purposes of meeting and conferring in good faith as the majority representative of District employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:
- (1) Name and address of the employee organization.
  - (2) Name and titles of its officers.
  - (3) Names of employee organization representatives who are authorized to speak on behalf of its members.
  - (4) A statement that the employee organization has as one of its primary purposes, representing employees in their employment relations with the District.
  - (5) A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a regional or state or national or international organization and, if so, the name and address of each such regional, state, or international organization.
  - (6) Certified copies of the employees organization's constitution, by-laws, and policies.
  - (7) A designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
  - (8) A statement that the employee organization recognizes that the provisions of Section 923 of the California Labor Code are not applicable to District employees.
  - (9) A statement that the employee organization has no restriction on membership based on political affiliation, race, color, creed, sex, or national origin.
  - (10) The number of member employees and the classifications represented in the unit claimed to be appropriate.

SECTION 7. PETITION FOR RECOGNITION (CONT.)

(11) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer.

(12) A request that the Board of Directors recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

(B) INFORMAL RECOGNITION -- THE RIGHT TO CONSULT IN GOOD FAITH:

An employee organization that seeks recognition for the purpose of consultation in good faith shall file a petition with the Employee Relations Officer containing the following information and documentation:

(1) All of the information enumerated in (A) (1) through (9) of this Section, inclusive.

(2) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer.

(3) A request that the Board of Directors recognize the employee organization for the purpose of consultation in good faith.

(C) The petition, including all accompanying documents, shall be verified, under oath, by the Executive Officer and Secretary of the organization that the statements are true. All changes in such information shall be filed forthwith in like manner.

(D) The Board of Directors shall grant recognition, in writing, to all employee organizations who have complied with either Part I, Sections 7(A) or (B), and in addition, Part I, Section 7(C) for purposes of consultation in good faith for its members. Employee organizations seeking formal recognition as majority representative must, in addition, establish to the satisfaction of the Board of Directors that it represents a majority of the employees in the manner prescribed in Part I, Section 9(A) below. No employee may be represented by more than one recognized employee organization for the purposes of this Resolution.

SECTION 8. DETERMINATION OF APPROPRIATE UNIT

(A) The Board of Directors, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion in making this determination is whether there is a community of interest among such employees. The following factors, among others, are to be considered in making such determination:

- (1) Which unit will assure employees the fullest freedom in the exercise of rights set forth under this Resolution.
- (2) The history of employee relations: (i) in the unit; (ii) among other employees of the District; and (iii) in similar public employment.
- (3) The effect of the unit on the efficient operation of the District and sound employer-employee relations.
- (4) The extent to which employees have common skills, working conditions, job duties, or similar educational requirements.
- (5) The effect on the existing classification structure of dividing a single classification among two or more units.
- (6) Consistent with the above factors, the unit shall be the largest feasible.

(B) In the establishment of appropriate units:

- (1) Professional employees shall not be denied the right to be represented separately from non-professional employees; and
- (2) Management and confidential employees who are included in the same unit with non-management or non-confidential employees may not represent such employees on matters within the scope of representation.

SECTION 9. RECOGNITION OF EMPLOYEE ORGANIZATIONS AS MAJORITY REPRESENTATIVE -- FORMAL RECOGNITION

(A) The Board of Directors shall:

- (1) Determine the majority representative of District employees in an appropriate unit by arranging for a secret ballot election or by any other reasonable method which is based upon written proof, and is designated to ascertain the free choice of a majority of such employees. The employee organization found to represent a majority of the employees in an

appropriate unit shall be granted formal recognition and is the only employee organization entitled to meet and confer in good faith in an attempt to reach agreement on matters within the scope of representation for employees in such unit. This shall not preclude other recognized employee organizations or individual employees from consulting with management representatives on employer-employee relations matters of concern to them.

(2) Revoke the recognition rights of a majority representative, which has been found by secret ballot election no longer to be the majority representative.

(B) The recognition rights of the majority representative designated in accordance with this Section shall not be subject to challenge for a period of less than twelve (12) months following the date of such recognition.

#### SECTION 10. DESIGNATION OF EMPLOYEE RELATIONS OFFICER

The General Manager and District Counsel or his duly appointed representative, shall act as the Employee Relations Officer, who shall be the District's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith in an attempt to reach agreement on matters within the scope of representation including wages, hours, and other terms and conditions of employment.

The General Manager and District Counsel are authorized to delegate these duties, responsibilities, and authority provided that such duties, responsibilities, and authority may not be redelegated without prior approval of the Board of Directors.

#### SECTION 11. RESOLUTION OF WAGES, HOURS, AND WORKING CONDITIONS

The Board of Directors of the District recognizes the necessity and importance of maintaining mutually beneficial employer-employee relations with its employees through the formally recognized employee organization. To accomplish this state of relations, the following acknowledgments and procedures shall be considered:

(A) To promote good and efficient government with a minimum of turnover of personnel, it shall be the practice of the District to review salaries and fringe benefits to permit adoption of adjustments effective at the start of a new fiscal year. Interim adjustments may be considered at any time inequities, recruitment, or other conditions indicate change. The District believes in equal pay for equal work and it shall be the policy of the District to compensate its employees in its various classifications and positions at the prevailing rates according to the following criteria:

- (1) Rates of compensation for similar classifications in both public and private agencies in the competing recruitment area.
  - (2) Rates of compensation paid for similar classifications by other public agencies of similar size and mission. Several such agencies may be used for this purpose to determine an average or prevailing practice.
  - (3) Recognition may be given to peculiar recruitment and/or retention problems.
  - (4) Recognition of turnover as an influencing factor may be considered in view of the costly training process of new employees.
  - (5) Maintenance of equitable internal relationship of salaries shall be observed.
  - (6) A reasonable allowance may be made for trends in salaries to compensate for anticipated salary adjustments by other agencies during the fiscal period.
- (B) The Employee Relations Officer shall meet and confer in good faith in an attempt to reach an agreement with representatives of the formally recognized employee organization on salaries and fringe benefits for the ensuing fiscal period.
- (1) Such negotiations shall be conducted according to a predetermined and agreed-upon schedule.
  - (2) If agreements are not reached, either party may invoke the impasse procedure as defined under Part I, Section 12.
  - (3) When agreement is reached during normal negotiations or mediation, the Employee Relations Officer and representatives of the formally recognized employee organization shall prepare and sign a Memorandum of Understanding.
- (C) The Employee Relations Officer and representatives of the formally recognized employee organization may meet and confer in good faith and attempt to reach an agreement on matters other than salaries and fringe benefits at any time during the year at the request of either party.

#### SECTION 12. RESOLUTION OF IMPASSES

Impasses procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedure by filing with the other party (or parties) affected a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer

within ten (10) days after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such meeting shall be to permit a review of the position of all parties in a final effort to reach agreement on the disputed issues. If agreement can still not be concluded, the following impasse procedures shall be followed:

- (A) The first step of the impasse procedure involves a presentation to the Board of Directors by all parties to the dispute. If agreement is still not reached, the second step of the impasse procedure shall be invoked.
- (B) The second step of the impasse procedure involves any other procedures to which the parties mutually agree, including, but not limited to, mediation or fact-finding. The fees and expenses, if any, of any impasse procedures shall be shared equally by the District and all employee organizations involved in the impasse procedure.

### SECTION 13. GRIEVANCES

- (A) A grievance is any dispute concerning the interpretation or application of this Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of the District's rights, decision on wages, hours, and other terms and conditions of employment or of a written understanding or memorandum of understanding between the District and a recognized employee organization.
- (B) Grievances shall be processed in the following manner:
  - (1) Any grievance or dispute that cannot be settled informally between the parties concerned shall be reduced to writing by the employee or employees concerned, and shall be presented to and discussed with the division head and the supervisors of the complainants. No grievance or dispute of more than six calendar months old will be considered. The division head shall make every effort to resolve the grievance and shall respond to the grievant within five working days after receipt of the written grievance. Employees shall assist the division head or his representative in making a grievance investigation. No employee shall be placed in jeopardy for such cooperation, but he may be disciplined for failure to cooperate in an investigation.
  - (2) If, after thorough consideration by the division head, the grievance has not been satisfactorily resolved, the aggrieved employee may file a statement with the General Manager requesting that he attempt to resolve the dispute or grievance. Such statement must be filed within three (3) working days after the division head response is due. The General Manager shall make such investigation as he requires and within three



working days after receipt of the employee request he shall recommend a solution to the division head and the employee.

- (3) If the General Manager is unable to resolve the dispute after thorough discussion with the parties involved, an appeal may be made in writing to the Board. The Board decision shall be final.

#### SECTION 14. MEMORANDUM OF UNDERSTANDING

When the meeting and conferring process is concluded between the District and a formally recognized employee organization representing a majority of the employees in an appropriate unit, all agreed-upon matters shall be incorporated in a written memorandum of understanding signed by the duly authorized District and majority representatives. If a point of disagreement is reached, a joint position memorandum of nonagreement shall be presented to the Board of Directors.

As to those matters within the authority of the Board of Directors, the memorandum of understanding shall be submitted to the Board of Directors for determination.

#### SECTION 15. PROHIBITED PRACTICES

Commission of a prohibited practice, as defined in this Section, shall constitute evidence of bad faith.

- (A) It shall be a prohibited practice for the District wilfully to:
  - (1) Interfere, restrain, or coerce District employees in the exercise of the rights granted under this Resolution.
  - (2) Dominate, interfere, or assist in the formation, existence, or administration of any employee organization.
  - (3) Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, or the terms and conditions of employment.
  - (4) Discharge or discriminate against any employee because he has formed, joined, or chosen to be represented by an employee organization.
  - (5) Refuse to meet and confer with representatives of recognized employee organizations as required by this Resolution.
  - (6) Deny the rights accompanying certification or formal recognition granted pursuant to this Resolution.

- (7) Discriminate against any employee organization or its members for the purpose of denying them employment because of their organizational activities.
  - (8) Fail to exhaust in good faith the direct meeting and conferring process with the duly designated representatives of the recognized employee organizations to endeavor to reach agreement concerning matters within the scope of representation.
- (B) It shall be a prohibited practice for an employee or an employee organization wilfully to:
- (1) Interfere with, restrain, or coerce the District in the exercise of the rights granted under this Resolution.
  - (2) Refuse to meet and confer with the District as required in this Resolution.
  - (3) Fail to exhaust in good faith the direct meeting and conferring process with the District to endeavor to reach agreement concerning matters within the scope of representation.
- (C) In applying this Section, fundamental distinctions between private and public employment shall be recognized, and no body of federal or state law applicable to private employment shall be regarded as binding or controlling precedent.

## PART II - ADMINISTRATIVE PROCEDURES

### SECTION 1. REPRESENTATION PROCEEDINGS

- (A) FORMAL RECOGNITION AS THE MAJORITY REPRESENTATIVE OF AN APPROPRIATE UNIT
- (1) An employee organization that seeks formal recognition as the majority representative of an appropriate unit shall file a Petition for Recognition with the Employee Relations Officer containing all of the information set forth in Part I, Section 7(A) of this Resolution, accompanied by proof that at least 40 percent of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District provided, however, the employee organization may request that such written proof be submitted to a mutually agreed upon disinterested third party. Upon receipt of the Petition for Recognition, the Employee Relations Officer shall determine whether there has been compliance with the requirements of the Petition for Recognition and whether the proposed unit is an appropriate unit. If an affirmative determination is made by the Employee Relations Officer on the foregoing matter, he shall give notice of

such request for formal recognition to the employees and shall take no action on said request for ten (10) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall inform the employee organization of the reasons therefore in writing.

- (2) Within ten (10) days of the date notice to employees is given, any other employee organization (hereinafter referred to as the "challenging organization"), may seek formal recognition by filing a Petition for Recognition, provided, however, such challenging organization must submit written proof that it represents at least 40 percent of the employees. Thereafter, the Board of Directors shall determine the majority representative in accordance with Part I, Section 9 of this Resolution.
- (3) When an employee organization in the unit found to be appropriate submits written proof that it represents at least 40 percent of the employees in such unit, the Board of Directors shall arrange for a secret ballot election. Any challenging organization which as submitted written proof that it represents at least 40 percent of the employees and has submitted a Petition for Recognition as required by Part I, Section 7 of this Resolution, shall be included on the ballot. Employees entitled to vote in such election shall be those persons regularly employed in permanent positions who were employed during the pay period immediately prior to the date which is fifteen (15) days before the election, including those who did not work during such period because of illness, vacation, or authorized leaves of absence and who are employed by the District in the same unit on the date of the election. An employee organization shall be granted formal recognition following an election if that employee organization has received the vote of a numerical majority of all the employees eligible to vote in the unit in which the election is held (i.e., 50 percent plus 1 of all eligible employees).
- (4) There shall be no more than one valid election in a 12-month period within the same unit.

(B) DECERTIFICATION OF ESTABLISHED UNIT

- (1) A Petition for Decertification alleging that an employee organization granted formal recognition is no longer the majority representative of the employees in an appropriate unit may be filed with the Employee Relations Officer during any month following the first full year of formal recognition. The Petition for Decertification may be filed by a group of employees or their representative or by any employee organization. The Petition for Decertification

shall contain the following information:

- (i) The names, addresses, and telephone numbers of petitioner and a designated representative authorized to receive notices or requests for further information.
  - (ii) The name of the formally recognized employee organization,
  - (iii) An allegation that the formally recognized employee organization no longer represents a majority of the employees in an appropriate unit and any other relevant and material facts.
  - (iv) Written proof that at least 40 percent of the employees do not desire to be represented by the formally recognized employee organization. Such written proof shall be dated within six months of the date upon which the petition is filed and shall be submitted for confirmation to the Employee Relations Officer.
- (2) The Board of Directors shall arrange for a secret ballot election to determine if the formally recognized employee organization shall retain its recognition rights. The formally recognized employee organization shall be decertified if a majority of those casting valid ballots vote for decertification.
  - (3) There shall be no more than one valid decertification election in the same unit in any 12-month period.

(C) DURATION OF FORMAL RECOGNITION

When an employee organization has been formally recognized, such recognition shall remain in effect for one year from the date thereof and thereafter until such time as the Board of Directors shall determine, on the basis of a secret ballot election conducted in accordance with the foregoing rules, that the formally recognized employee organization no longer represents a majority of the employees in the appropriate unit.

(D) COST OF ELECTION PROCEEDING

The cost of any election proceeding and all organization expenses shall be borne by the employee organization or organizations who petition for the election.

(E) IMPASSES IN REPRESENTATION PROCEEDINGS

Any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Board of Directors made pursuant to Subsections (A), (B), or (C) above

shall be processed in accordance with the procedures set forth in Part I, Section 12 of this Resolution. Provided, however, the written request for an impasse meeting, as described in Part I, Section 12 of this Resolution, must be filed by registered or certified United States mail with the Employee Relations Officer within ten (10) days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to the impasse procedures or to any other appeal.

## SECTION 2. DUES PAYROLL DEDUCTION

Only a formally recognized employee organization (i.e., the majority representative of employees in an appropriate unit) may be granted permission by the Board of Directors to have dues of its members deducted from their paychecks.

Dues deduction shall be made only upon the voluntary written authorization of the member and shall be continued until such time as cancelled by the member upon voluntary written notice to the Employee Relations Officer. Dues deduction authorization or cancellation shall be made upon cards provided by the Employee Relations Officer.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member in good standing of the formally recognized employee organization is in a nonpay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a nonpay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Dues withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations who receive payroll deduction for dues shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of the deduction of employee organization dues. In addition, all such employee organizations shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

## SECTION 3. REASONABLE TIME OFF TO MEET AND CONFER

The formally recognized employee organization may select not more than three employee members of such organization to attend

scheduled meetings with the Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Employee Relations Officer may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, except in emergencies, submit the names of all such employee representatives to the Employee Relations Officer at least two working days in advance of such meetings. Provided, further;

- (1) That no employee representative shall leave his or her duty or work station or assignments without specific approval of the department head or other authorized District management official, and
- (2) that any such meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances, and attendance by all employees at such scheduled meetings shall be without compensation.

#### SECTION 4. ACCESS TO WORK LOCATIONS

- (A) Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives by the Employee Relations Officer upon request. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- (B) Solicitation of membership and activities concerned with the internal management and/or creation of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours unless specifically authorized in writing by the Employee Relations Officer. Employee organizations seeking recognition shall submit a statement to the Employee Relations Officer certifying that such organizational activities required to establish such employee organization have not been conducted during the working hours of employees paid by the District except as approved in writing by the Employee Relations Officer.

#### SECTION 5. USE OF DISTRICT FACILITIES

Employee organizations may, with the prior approval of the Employee Relations Officer, be granted the use of District facilities for meetings of District employees provided space is available and

Provided, further, such meetings are not used for membership drives of District employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The District reserves the right to assess reasonable charges for the use of such facilities.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such other equipment in approved District facilities notwithstanding.

#### SECTION 6. USE OF BULLETIN BOARDS

Recognized employee organizations may use portions of District bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the organization that published them.
- (2) The actual posting of materials will be done by the District as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Employee Relations Officer considers objectionable or in bad taste will not be posted.
- (3) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
- (4) An employee organization that does not abide by these rules will forfeit its right to have materials posted on District bulleting boards.

#### SECTION 7. AVAILABILITY OF DATA

The District will make available to recognized employee organizations such information pertaining to employment relations as is contained in the public records of the District, subject to the limitations and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the District's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this rule shall be construed to require disclosure of records that are:

- (1) Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles except with the prior written authority of the aggrieved employee.
- (2) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- (3) Records pertaining to pending litigations to which the District is a party or to claims or appeals which have not been settled.
- (4) Nothing in this rule shall be construed as requiring the District to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the District. This does not preclude, however, the employee organizations contracting with the District for such programming or assembled data on a cost basis.

#### SECTION 8. PEACEFUL PERFORMANCE OF DISTRICT SERVICES

Participation by any employee in a strike or work stoppage may, at the discretion of the District, subject the employee to disciplinary action, including discharge. No employee organization, its representatives, or members shall engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind.

If a recognized employee organization, its representatives, or members engage in, cause, instigate, encourage, or condone a strike or work stoppage of any kind, the Board of Directors may suspend or revoke the recognition granted to such employee organization, may prohibit the use of bulletin boards, may prohibit the use of District facilities, and may prohibit access to work or duty stations by such organization.

As used in this Section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment.

Any decision of the Employee Relations Officer made under the provision of this section may be appealed to the Board of Directors of the District by filing by registered or certified United States




Mail a written Notice of Appeal with the Employee Relations Officer accompanied by a complete statement setting forth all of the grounds upon which the appeal is based. Such notice must be filed within ten (10) days after the affected employee organization first receives notice of the decision upon which its complaint is based or its complaint will be considered closed and not subject to any other appeal.

CONSTRUCTION

- (A) Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws.
- (B) The rights, powers, and authority of the Board of Directors in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.

PASSED AND ADOPTED this 9th day of August, 1973.

  
Chairman, Board of Directors  
Pleasant Valley Recreation  
and Park District

ATTEST:

  
Clerk of the Board

## RESOLUTION NO. 720

### **A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, CALIFORNIA, REPLACING RESOLUTION NO. 104 PERTAINING TO COMMUNICATIONS AND LABOR RELATIONS BETWEEN THE DISTRICT, ITS EMPLOYEES AND ITS EMPLOYEE ORGANIZATION(S)**

**WHEREAS**, Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.), also referred to as the Meyers-Milias-Brown Act ("MMBA"), was enacted for the purpose of promoting full communication and improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

**WHEREAS**, Government Code section 3507 empowers a local agency to adopt reasonable rules and regulations for the administration of employer-employee relations after consultation in good faith with representatives of its employee organizations regarding such proposed rules and regulations; and

**WHEREAS**, on August 9, 1973, the Board of Directors of the Pleasant Valley Recreation & Park District ("Board") previously adopted Resolution No. 104, relating to establishing uniform and orderly methods of communication and administration of employer-employee relations pursuant to and in conformance with the MMBA; and

**WHEREAS**, the Pleasant Valley Recreation & Park District ("District") seeks to continue to promote full communication and improved employer-employee relations between the District and its employees by updating and amending its established uniform and orderly methods of communication and administration of employer-employee relations to conform with changes in law and in the MMBA and the approval of a Recognized Employee Organization; all occurring since its adoption of Resolution No. 104, and

**WHEREAS**, District labor representatives have met and conferred in good faith with the employee representatives of the District's Recognized Employee Organization, as hereinafter defined, regarding the preparation of an updated comprehensive employer-employee relations resolution which provides improved guidance and procedures for communications and labor relations between the parties; and

**WHEREAS**, the Board believes that it is in the best interests of the District and its employees to now adopt an updated amended and restated employer-employee relations resolution to replace Resolution 104.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

## **ARTICLE I. GENERAL PROVISIONS**

### **Section 1. Title of the Resolution**

This Resolution shall be known as the Employer-Employee Relations Resolution of the Pleasant Valley Recreation & Park District.

### **Section 2. Statement of Purpose; Rescission of Prior Resolution**

This Resolution is adopted as authorized under Chapter 10, Division 4, Title 1 of the California Government Code (Section 3500 *et seq.*), entitled the Meyers-Milias-Brown Act ("MMBA"), to provide reasonable and orderly procedures for the administration of employer-employee relations between the District and its employees, including procedures for the recognition of employee organizations, determination of appropriate units of representation and/or modifying such units, and a reasonable, uniform and orderly method for the resolution of questions and/or disputes regarding wages, hours, and other terms and conditions of employment of District employees.

Resolution No. 104 is hereby rescinded, replaced and superseded by this Resolution, which shall take precedence over the provisions of any prior minute orders, statements of policy, or personnel rules of the Board dealing with the same subjects and matters as are covered herein.

### **Section 3. Definitions**

Except as otherwise specifically provided below, the terms used in this Resolution shall be defined in the same way as such terms are defined in the MMBA. In addition, the following definitions are adopted for terms used in this Resolution.

3.1 "Appropriate Unit" or "Employee Unit of Representation" means a unit of employee classes or positions established pursuant to Article II of this Resolution.

3.2 "Confer in good faith" or "meet and confer in good faith" means performance by the duly authorized District representative and a representative of a Recognized Employee Organization or Exclusively Recognized Employee Organization who shall have the mutual obligation personally to meet within the time periods established by Section 6 of this Resolution upon request, to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation, including wages, hours and other terms and conditions of employment, in a good faith effort to: 1) reach agreement on those matters within the authority of such representatives; 2) freely exchange information, opinions and proposals; and 3) reach agreement in the form of a tentative agreement and/or memorandum of understanding on what will be recommended to the Board on those matters within the decision making authority of the Board. This does not require either party to agree to a proposal or to make a concession.

3.3 "Confidential Employee" means any employee who is privy to the decisions of District management relative to the District's position on matters concerning employer-employee relations and shall include employees in administrative or secretarial support positions to such employees. The District may designate confidential positions. (Note, this is distinct from another common use of the term "confidential employee" in public administration that refers to an employee that handles confidential legal or personnel information.) Positions included in the District's position classification plan to be initially deemed to be confidential for the purpose of this Resolution are: the General Manager, all Managers, and the Human Resources Specialist, with additional positions to be possibly added in the future.

3.4 "Consult in good faith" or "meet and consult in good faith" means to communicate in writing or, if requested by the employee organization within the time limits set by the Recognized Employee Organization, orally, for the purpose of presenting and obtaining views, and advising of intended actions in a good faith effort to reach a consensus; and as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process. Consult in good faith does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.

3.5 "Days" means calendar days unless otherwise stated.

3.6 "District" shall mean the Pleasant Valley Recreation & Park District, a California special district, and where appropriate herein, the "Board" refers to the Board of Directors, the governing body of said District, or any duly authorized representative of the District.

3.7 "District Employee Relations Representative" shall mean the District's General Manager, who shall be the District's principal representative in all matters of employer-employee relations, or their duly authorized representative.

3.8 "Employee" means any person employed by the District in a position approved in the District's allocated positions and compensation plan, as approved by the Board of Directors.

3.9 "Employee Organization" means either of the following:

(a) Any organization that includes employees of a public agency and that has as one of its primary purposes representing those employees in their relations with that public agency; or

(b) Any organization that seeks to represent employees of a public agency in their relations with that public agency.

3.10 "Employee Representative" means the authorized representative of a Recognized Employee Organization or an Exclusively Recognized Employee Organization.

3.11 "Employer-Employee Relations" means the relationship between the District and its employees and their employee organization(s), or when used in a general sense, the relationship between District management and individual employees or employee organization(s).

3.12 "Exclusive Recognized Employee Organization" ("EREO") means a sole employee organization certified as the representative of all employees in a unit or units, whether or not those employees are its members, and having the exclusive right and duty to meet and confer in good faith on behalf of said employees concerning statutorily required subjects pertaining to unit employees and thereby assuming the corresponding obligation of fairly representing said employees.

3.13 "Filing Period" means the period between November 1st and December 31st of every year following the adoption of this Resolution during which an employee organization or the District may propose to modify an existing unit of representation.

3.14 "Contract Bar" means that no petition by an Employee Organization to be recognized or decertified may be filed while a Memorandum of Understanding, which is in effect for three (3) years or less, except during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding, also known as the "window period." For a Memorandum of Understanding with a duration of more than three (3) years, a petition may be filed in the "window period" described above and also after the conclusion of the third year the Memorandum of Understanding has been in effect.

3.15 "Impasse" means that the representatives of the District and a Recognized Employee Organization or Exclusively Recognized Employee Organization have reached a "deadlock" or point in the meet and confer process in good faith where their differences on matters to be included in a Memorandum of Understanding, or on general mandatory bargaining matters within the scope of representation and concerning subjects on which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

3.16 "Management Employee" means any employee in a position having significant responsibilities for formulating, administering or managing the implementation of District policies and programs through independent judgment, including, but not limited to, the exercise of discretionary authority to develop and modify institutional goals and priorities, including, but not limited to, the District's General Manager, all Department Heads and all Managers.

3.17 "Mediation or Conciliation" means the efforts of an impartial third person or persons functioning as an intermediary to assist the District and a Recognized Employee Organization or Exclusively Recognized Employee Organization in reaching a voluntary resolution to impasse, through interpretation, suggestion and advice. As used herein, Mediation and Conciliation are interchangeable terms.

3.18 "Memorandum of Understanding" means a written document jointly prepared by the District Employee Relations Representative or their designee(s), and a Recognized Employee Organization or Exclusively Recognized Employee Organization enumerating any agreement reached as the result of meeting and conferring on matters within the scope of representation, and the same signed by the parties involved, and ratified by the majority of the relevant bargaining unit and approved by the Board of Directors.

3.19 "Professional Employee" means any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction.

3.20 "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee within ninety (90) days of its submittal to the District or (2) a verified authorization petition or petitions recently signed and personally dated by an employee within ninety (90) days of its submittal to the District.

3.21 "Recognized Employee Organization" ("REO) means any employee organization which has been formally acknowledged by the District as an employee organization that represents employees of the District in a unit formally acknowledged by the District.

3.22 "Scope of Representation" means all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order

3.23 "Supervisory Employee" means any employee who has authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work and direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

## **Section 4. Employee Rights**

4.1 Subject to the requirements of the law and Section 5 below, employees shall have the following rights:

- (a) To form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation, in accordance with this Resolution.
- (b) To refuse to join or participate in the activities of employee organizations and to represent themselves individually in their employment relations with the District.
- (c) To be free from the interference, intimidation, restraint, coercion, or discrimination by the District, any employee organization, or any other employee because of the exercise of these rights.

4.2 Professional Employees shall not be denied the right to be represented separately from nonprofessional employees by an employee organization consisting of such Professional Employees.

4.3 No Supervisory, Management, or Confidential Employee may represent any employee organization, which represents other employees of the District on matters within the scope of representation, and no Supervisory, Management, or Confidential Employees may engage in any activity with or on behalf of any employee organization which would result in an actual or apparent conflict of interest, as determined by the District Employee Relations Representative.

## **Section 5. District Responsibilities and Rights**

5.1 To ensure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District operations and the work force performing such operations. Among the rights which are reserved to the District are the following:

- (a) To determine the merits, necessity, organization, expansion, or diminishment of any operation, service, or activity conducted by the District;
- (b) To determine and change the facilities, methods, means, and personnel by which District operations are to be conducted;
- (c) To determine and change the number of locations, relocations, and types of District operations and the processes and materials to be employed in carrying out said operations including, but not limited to, the right to subcontract any work or operation;

- (d) To determine the size, assignments, and composition of the employee work force, to determine employee job classifications and contents thereof, and to assign work to employees in accordance with requirements as determined by the District;
- (e) To relieve employees from duty because of lack of work, lack of financial resources, or other non-disciplinary reasons;
- (f) To hire, transfer, promote, and discipline employees in accordance with the District's Personnel Rules;
- (g) To determine policies, procedures and standards for the selection, training and promotion of employees;
- (h) To establish employee performance standards including, but not limited to, quality and quantity standards;
- (i) To maintain the efficiency of governmental operations;
- (j) To take any and all necessary actions to carry out the District's operations in emergencies;
- (k) To exercise complete control and discretion over the District's organization and the technology of performing its work and services; and
- (l) To establish reasonable work and safety rules and regulations to maintain the efficiency and economy desirable in the performance of District operations.

5.2 The District, in exercising these rights and operations, will not discriminate against any employee because of membership or non-membership in any employee organization.

## **Section 6. Meeting and Conferring**

6.1 Unless otherwise specifically designated by the Board, the General Manager of the District or such representative as they may designate in writing, is hereby designated the District Employee Relations Representative ("DERR"), who shall be the District's principal representative on all matters of employer/employee relations, with authority to meet and confer in good faith on matters within the scope of representation, including wages, hours and other terms and conditions of employment. The DERR may adopt reasonable rules and regulations for the conduct of elections provided for in this Resolution.

6.2 The DERR is authorized to designate, from time to time, and after consultation with any affected Recognized Employee Organization, Confidential Employees, Management Employees, Supervisory Employees, Professional



Employees and/or Peace Officers as defined in this Resolution and may at any time revoke such designations. Upon such designation being made, the DERR may assign such employees to an appropriate representation unit, if applicable and/or appropriate. Upon revocation of such designation, the DERR shall assign the affected employee to an appropriate representational unit.

6.3 Any Recognized Employee Organization or Exclusively Recognized Employee Organizations directly affected by an action taken by the DERR in accordance with the designation of any employee as Confidential, Management, Supervisory or Professional may appeal such decision in accordance with the appeal provisions provided in this Resolution. Failure to initiate an appeal within thirty (30) days shall be deemed a waiver of the organization's right to appeal the action of the DERR. No action taken by the DERR in accordance with this Section shall have force and effect until expiration of the 30-day appeal period prescribed herein. If an appeal from such action is filed by an employee organization within the thirty (30) day time period prescribed herein, such action shall not become effective pending hearing of the appeal and completion of the impasse procedure if invoked.

6.4 The District, through its DERR, shall meet and confer in good faith with Employee Representative(s) of any Recognized Employee Organization ("REO") or Exclusively Recognized Employee Organization ("EREO") whichever applies regarding matters within the scope of representation for its members or for all employees, whichever applies, in the unit for which such organization is recognized.

6.5 When a REO or EREO desires to meet and confer with the District, through its Employee Representative(s), on matters within the scope of representation, said organization shall make a request in writing to the DERR and specify the subjects to be discussed.

6.6 For matters within the scope of representation that have a fiscal impact and are not currently accounted for in the current budget, it is advisable that the REO or EREO submit any and all request(s) to meet and confer to the DERR on by March 15 and in the manner specified below:

6.6.1 If a REO or EREO fails to submit, or to request a reasonable extension of time to submit, written requests by March 15th, the DERR shall send written notice requesting said employee organization to submit its written requests. If said employee organization fails to deliver to the DERR its written request(s) the meet and confer process will not commence until such request is submitted.

6.6.2 Promptly after such written requests have been made, a meeting shall be arranged by the DERR at a time and place mutually satisfactory to the parties involved.

6.6.3 The parties shall aim to complete the meet and confer process discussed in this Section by the commencement of the fiscal year in which the changes and/or requests are to become effective, or by any other extension of time as agreed upon by the parties in writing.

6.7 Where the District proposes to take action on matters regarding wages, hours, and other terms and conditions of employment within the scope of representation, whether such action be by ordinance, resolution, rule, or regulations, reasonable written notice shall be given to each REO or EREO affected thereby, and each shall be given the opportunity to meet and confer with the District, through its DERR, including applicable impasse and factfinding procedures, prior to the adoption of same. In cases of emergency when the Board of Directors determines that an ordinance, resolution rule or regulation must be adopted immediately without prior notice or meeting with any REO or EREO, the DERR shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of same.

6.8 If a tentative agreement is reached by the authorized representative(s) of the District and the REO or EREO, the Board of Directors shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting. A rejection of the tentative agreement shall not bar the filing of an unfair practice charge for failure to meet and confer in good faith. If the Board of Directors accepts the tentative agreement, the parties shall jointly prepare a written Memorandum of Understanding that reflects the tentative agreement, signed by the DERR, and the duly authorized Employee Representative(s). Said Memorandum of Understanding shall be brought to the Board and is not binding until approved by the Board of Directors.

## **Section 7. Consult or Consultation in Good Faith**

The DERR shall consult in good faith with representatives of any REO or EREO prior to the modification of any rules and regulations for the administration of employer-employee relations, including any amendments to this Resolution.

## **ARTICLE II. - REPRESENTATION PROCEEDINGS**

### **Section 8. Employee Unit of Representation**

8.1 The District has recognized Service Employees International Union Local 721, as the Exclusively Recognized Employee Organization of the Miscellaneous

Unit, as defined by the most recent Memorandum of Understanding between the parties.

8.2 Additional or different employee units of representation may be created by action of the Board of Directors as it deems appropriate, upon the District's own motion or upon a petition filed by an employee organization pursuant to this Resolution. In making its determination, the Board of Directors will investigate and consider the following factors:

- (a) Whether and which employees share a similar community of interests, kinds of work performed, types of qualifications required, and general working conditions;
- (b) The District's needs to maintain an efficient operation;
- (c) The units of representation historically recognized by the District, except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized;
- (d) Consistency with the organizational patterns of the District;
- (e) Effect of differing legally mandated Impasse resolution procedures;
- (f) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and
- (g) Other matters considered relevant by the District to promoting sound employer-employee relations and efficient operation of the District.

8.3 Consistent with the requirements of section 15.3, the DERR shall, after notice to and consultation with affected Employee Organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. Nothing in this section alters existing PERB law regarding the creation or allocation of new classifications or positions, the deletion of existing classifications or positions, the reclassification of classifications or positions, or the obligation to negotiate any effects of such decisions that fall within the scope of representation.

## **Section 9. Requirements For and Process of Becoming an Exclusively Recognized Employee Organization.**

9.1 Only one employee organization shall be recognized as an employee organization representing employees in a unit and, after the effective date of this

Resolution, only exclusive recognition on behalf of a unit established in accordance with this Resolution or amendment hereto shall be conferred.

9.2 An employee organization which was a Recognized Employee Organization immediately prior to the effective date of this Resolution shall continue to be so recognized under this Resolution in the unit for which it had been recognized, subject to Sections 9, 14 through 16 herein, and provided that said organization, sixty (60) days after the effective date of this Resolution, submits current information listed in Sections 9.3.1 through 9.3.7 and acknowledges in writing within said time limit that it consents to the definition of said unit or units set forth in Section 8.

9.3 Process of Becoming Recognized. An employee organization seeking to become certified as the Exclusively Recognized Employee Organization representing employees in an appropriate unit shall file a petition ("Recognition Petition") with the DERR, subject to the Contract Bar. The Recognition Petition shall contain all of the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

9.3.1 Name and address of the employee organization;

9.3.2 Names and titles of its officers;

9.3.3 Names of employee organization representatives who are authorized to speak on behalf of the organization;

9.3.4 Names and addresses of no more than two (2) employee representatives to whom notices, if sent pursuant to this Resolution, will be deemed sufficient notice to the employee organization for any purpose;

9.3.5 A copy of the employee organization's current Constitution and Bylaws, which shall contain a statement that the employee organization has, as one of its primary purposes, the representation of employees in their employment relations;

9.3.6 A statement whether the employee organization is a subordinate body of, or affiliated directly or indirectly in any manner with, any regional or state or international organization and, if so, the name and address of each such regional, state, national, or international organization;

9.3.7 A statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

expression, age, sexual orientation, or military and veteran status of any person;

9.3.8 The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein;

9.3.9 A statement that the employee organization has in its possession Proof of Employee Support to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the DERR or to a representative of the California State Mediation and Conciliation Service; and

9.3.10 A request that the DERR formally acknowledge the employee organization as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

## **Section 10. District Response to Recognition Petition for an Exclusively Recognized Employee Organization**

10.1 Upon receipt of the Recognition Petition, the DERR shall determine whether:

- (a) There has been compliance with the requirements of the Recognition Petition, in accordance with Section 9, and
- (b) The proposed representation unit is an appropriate unit, in accordance with Section 8.

10.2 If an affirmative determination is made by the DERR on the foregoing matters listed in Section 10.1, the DERR shall inform the petitioning employee organization, give written notice of the Recognition Petition to all the employees in the unit and any other employee organization(s) representing any employee in the same unit, and take no action on said request for thirty (30) days thereafter.

10.3 If either of the foregoing matters listed in Section 10.1 are not affirmatively determined, the DERR shall deny the Recognition Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Recognition Petition. Neither the DERR nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Recognition Petition.

10.4 The petitioning employee organization may appeal such determination in accordance with Section 18.

## **Section 11. Open Period for Filing Challenging Petition to an Exclusively Recognized Employee Organization**

Within thirty (30) days of the date written notice was given to affected employees that a valid Recognition Petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the Recognition Petition being challenged), by filing a petition evidencing Proof of Employee Support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 9.3. If such challenging petition seeks establishment of an overlapping unit, the DERR shall call for a meeting on such overlapping Recognition Petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the DERR shall determine the appropriate unit or units in accordance with the standards in Section 8.2. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the DERR to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 18.

## **Section 12. Granting Recognition to an Exclusively Recognized Employee Organization Without an Election**

After thirty (30) days have elapsed since providing notice of an affirmative determination of a Recognition Petition, if the Proof of Employee Support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization files a challenging petition, the petitioning employee organization and the DERR shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy, and propriety of the Proof of Employee Support. The petitioning employee organization can always ask the DERR to conduct such review as well. The DERR shall submit a list of names of all persons employed in the proposed unit as of the last date of the payroll period immediately preceding the date the Recognition Petition was filed. The list shall be in alphabetical order and include job classifications, as well as the date used to establish the list and the total number of names on the list. Such list will be used by the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to verify Proof of Employee Support. If the neutral third party or the DERR makes an affirmative determination of the necessary support, the DERR shall certify the petitioning employee organization as the Exclusively Recognized Employee Organization for the appropriate unit.

### **Section 13. Granting Recognition to an Exclusively Recognized Employee Organization Through an Election Process**

13.1 Upon the submission of valid Recognition Petitions of more than one employee organization for employees in the same or overlapping units, the DERR shall arrange for a secret ballot election to be conducted by the District Secretary to the Board or such other third party agreed to by the DERR and the concerned employee organization(s), in accordance with such party's rules and procedures, subject to the provisions of this Resolution. All employee organizations who have duly submitted Recognition Petitions which have been determined to be in conformance with this Resolution shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election shall be those persons within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election, if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election are applicable to a run-off election. In the event that the parties are unable to agree on a third party to conduct the election, the election shall be conducted by the California State Mediation and Conciliation Service. If a third party conducts the election, costs of conducting elections shall be borne in equal shares by the District and by each employee organization appearing on the ballot.

13.2 There shall be no more than one valid election under this Resolution pursuant to any Recognition Petition in a twelve (12)-month period affecting the same unit.

13.3 A Recognized Employee Organization or Exclusively Recognized Employee Organization of the unit for which a decertification election is being conducted shall also appear on the ballot, unless within fourteen (14) days of receipt of the notice of the Decertification or Recognition Petition, or notice of the unit determined by the DERR or Board of Directors, whichever is later, said employee organization provides written notice to the DERR that it does not intend to participate in the election. Notice of the intention not to participate in the election shall constitute withdrawal from representation of the unit effective the

date the notice of intention not to participate in the election is received by the DERR.

13.4 The DERR shall announce the date of the election and the voting location or locations at least twenty-eight (28) days before the date of such election. Employees shall vote in person. Alternate means of voting will be allowed if and when unprecedented situations (e.g. pandemic) arise that are in accordance with applicable regulations and health organizations.

#### **Section 14. Procedure for Decertification of Exclusively Recognized Employee Organization**

14.1 A decertification petition alleging that the incumbent Exclusively Recognized Employee Organization or Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit ("Decertification Petition") may be filed with the DERR only during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect for three (3) years or less; provided, that a Decertification Petition may not be filed within twelve (12) months of initial recognition of an Exclusively Recognized Employee Organization or Recognized Employee Organization. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The name of the established appropriate unit and the incumbent Employee Organization sought to be decertified as a representative of that unit.
- (c) An allegation that the incumbent Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- (d) Proof of Employee Support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Employee Organization. Such proof shall be submitted for confirmation to the DERR or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section. An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a petition under this Section in the



form of a Recognition Petition that evidences Proof of Employee Support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section, and otherwise conforms to the requirements of Section 9.

14.2 The DERR shall initially determine whether the Decertification Petition has been filed in compliance with the applicable provisions of this Resolution.

14.2.1 If the foregoing matters listed in Section 14.1 are not affirmatively determined, the DERR shall deny the Decertification Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Decertification Petition. Neither the DERR nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Decertification Petition.

14.2.2 If the foregoing matters listed in Section 14.1 are affirmatively determined by the DERR, or if a negative determination is reversed on appeal, the DERR shall give written notice of such Decertification or Recognition Petition to the incumbent Employee Organization and to unit employees. The DERR shall thereupon arrange for a secret ballot election to be held to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted within the same timeframe and under the same procedures as set forth in Section 13.

14.2.3 The petitioning employee organization may appeal such determination in accordance with Section 18.

14.3 If, pursuant to this Section, a different employee organization is formally acknowledged as the Recognized Employee Organization or Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

## **Section 15. Procedure for Modification of Established Appropriate Units**

15.1 Requests by employee organizations for modifications of established appropriate units (“Modification Petition”) may be considered by the DERR. The Modification Petition shall be submitted during the Filing Period or the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in existence for three (3) years or less, in the form of a Recognition Petition, and, in addition to the requirements set forth in Section 9.3, contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 8. The DERR shall process the Modification Petition as any other Recognition Petition under this Resolution.

15.2 Proof of Support: When an employee organization requests the addition of classifications or positions to its established unit, and the addition of the positions would increase the existing unit size by ten (10) percent or more, the DERR will require proof of majority support of persons employed in the classifications or positions to be added. The DERR will require proof of at least thirty (30) percent support among the affected employees if a pending representation petition by another employee organization overlaps the positions at issue in the unit modification petition.

15.3 During the Filing Period, the DERR may on their own motion propose that an established unit be modified. The determination of the unit placement of a new classification may be made without regard to the Filing Period. The DERR shall give written notice of the proposed modification(s) to any affected employee organization(s), and each employee within said affected unit or units, and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the DERR shall determine the composition of the appropriate unit or units in accordance with Section 8 and shall give written notice of such determination to the affected employee organizations.

15.3.1 The DERR’s determination may be appealed in accordance with Section 18.

15.3.2 If a unit is modified pursuant to the written notice of the DERR hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 9.

## **Section 16. Procedure for Processing Severance Requests**

16.1 An employee organization may file a request to become the Recognized Employee Organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another Recognized Employee Organization (“Severance

Request”). The timing, form, and processing of the Severance Request shall be as specified in Section 14 for a Decertification Petition. The Union’s determination may be appealed in accordance with Section 18.

16.2 Proof of Support: When an employee organization requests the severance of classifications or positions to its established unit, , the DERR will require proof of majority support of at least thirty (30) percent support of persons employed in the classifications or positions to be severed. If the DERR determines that the proof of support has been satisfied and that the Severance Petition has been filed in accordance with this Resolution, the DERR shall give written notice of such Decertification or Recognition Petition to the incumbent Employee Organization and to unit employees. The DERR shall thereupon arrange for a secret ballot election to be held to determine the wishes of unit employees as to the question of severance. Such election shall be conducted within the same timeframe and under the same procedures as set forth in Section 13.

## **Section 17. Amendment of Certification**

### **17.1 Employee Organization Petition**

17.1.1 A Recognized Employee Organization shall file with the DERR a petition to amend its certification or recognition (“Amendment Petition”) in the event of a merger, change in affiliation, or transfer of jurisdiction.

17.1.2 The Amendment Petition shall be in writing, signed by an authorized agent of the employee organization, and contain the following information:

- (a) The name, address and telephone number of the employee organization and the name, address and telephone number of the agent to be contacted;
- (b) A brief description and the title of the established unit;
- (c) A clear and concise statement of the nature of the merger, amalgamation, affiliation, or other change in jurisdiction, and the new name of the employee organization. The statement shall include the following information:
  - (1) Whether the new organization has the same structure as the former organization (e.g., eligibility for membership, dues/fees structure, continuation of the manner in which contract negotiations, administration and grievance processing will be effectuated), and if not, an explanation of the change(s) in structure;

- (2) Whether the officers and representatives of the new organization are the same as the former organization, and if not, a specification of the changes in officers and/or representatives;
- (3) Whether the power of the members to control the organization's agents is the same as it was in the former organization (e.g., input into contract proposals, contract ratification, frequency of membership meetings, preservation of the (former) organization's physical facilities, books, and assets, choosing/oversight of executive board members), and if not, a specification of what changes have been made; and
- (4) Whether the organization's members were given an opportunity to vote on the change in status, and if so, a description of the voting process and results.

## 17.2 Review Process

17.2.1 Upon receipt of a petition filed pursuant to Section 17.1 above, the DERR shall conduct such inquiries and investigations, and hold such meetings as deemed necessary and/or conduct a representation election in order to decide the questions raised by the Amendment Petition.

17.2.2 The DERR may dismiss the Amendment Petition if the petitioner has no standing to petition for the action requested or if the Amendment Petition is improperly filed.

17.2.3 In determining whether to grant the Amendment Petition, the DERR will examine the following issues:

- (a) Whether the new organization has the same or similar structure as the former organization;
- (b) Whether the officers and representatives of the new organization are substantially the same as the former organization;
- (c) Whether the power of the members to control the organization's agents are substantially the same; and
- (d) Whether the organization's members were given an opportunity to vote on the change in status.

### 17.3 Determination

17.3.1 Unless the DERR finds that there is no substantial continuity of identity and representation between the former and new organizations, the DERR will issue an amendment of certification reflecting the new identity of the Recognized Employee Organization. Such certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to Section 14. The terms and conditions of a Memorandum Of Understanding then in effect shall remain in effect until said Memorandum Of Understanding expires.

17.3.2 If the DERR determines that there is no substantial continuity of identity and representation between the former and new organizations, they shall order an election in conformance with Section 14.

17.3.3 The DERR's determination may be appealed in accordance with Section 18.

## **Section 18. Appeals**

18.1 Within fifteen (15) days of a final decision of the DERR, (i) an employee organization aggrieved by a determination of any designation or of an appropriate unit or that a Recognition Petition (Sec. 9), Challenging Petition (Sec. 11), Decertification Petition (Sec. 14), Modification Petition (Sec. 15), Severance Request (Sec. 16), or Amendment Petition (Sec. 17) has not been filed in compliance with Article II; or (ii) employees aggrieved by any designation or any determination that a Decertification Petition (Sec. 14) or Severance Request (Sec. 16) has not been filed in compliance with Article II, may request to submit the matter to mediation by the State Mediation and Conciliation Service. In lieu thereof, or fifteen (15) days after such mediation proceedings, said employee organization or employees may appeal such determination to the Board of Directors for final decision.

18.2 Appeals to the Board of Directors shall be filed in writing with the Board Chairperson and a copy served on the DERR. The Board of Directors shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Board of Directors may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Directors on the use of such procedure, and/or any decision of the Board of Directors determining the substance of the dispute, shall be final and binding. Any costs for the appeal shall be borne equally by the District and the Employee Organization. Employees appealing any such decision in their individual capacities shall bear no costs.

## **ARTICLE III. ADMINISTRATION**

### **Section 19. Submission of Current Information by Recognized Employee Organizations**

19.1 All Recognized Employee Organizations and Exclusively Recognized Employee Organizations shall advise the DERR in writing immediately of any changes in the information enumerated in Sections 9.3.1 through 9.3.7 within fourteen (14) days of such charge.

## **Section 20. Employee Organization Activities – Use of District Resources**

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them, shall be authorized only to the extent provided for in Memoranda of Understanding, administrative procedures, or by law. IMPASSE PROCEDURES

## **Section 21. Initiation of Impasse Procedures**

21.1 If the meet and confer process has reached an Impasse, either party may initiate the Impasse procedures by filing with the other party a written request for an Impasse meeting, together with a statement declaring an Impasse and its position on all issues. An Impasse meeting shall then be scheduled promptly by the DERR. The purpose of such meeting shall be:

- (a) To review the position of the parties in a final effort to reach agreement on the negotiable subjects at hand, including but not limited to a Memorandum of Understanding; and
- (b) If the Impasse is not or cannot resolved, then to discuss arrangements for the utilization of the Impasse procedures provided herein.

### **21.2 Impasse Procedures**

Impasse procedures may be invoked if the matters remaining in dispute are so substantial or prolonged that future meetings would be futile and/or the possibility of a settlement by direct discussion have been reasonably exhausted. Impasse procedures are as follows:

- (a) If the parties agree to submit the dispute to mediation, mediation will be conducted by a mediator from the California State Mediation and Conciliation Service, unless the parties agree to use another mediator. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If there is a cost for the services of a mediator, such costs shall be borne equally by the District and the involved employee organization.
- (b) If the parties, having so agreed to mediation, fail to resolve the dispute within thirty (30) days after the appointment of the mediator,

then the employee organization thereafter may request to submit the Impasse to fact-finding, as provided in Section 23 below.

- (c) If the parties do not agree to mediation, then the employee organization may request to submit the Impasse to fact-finding, as provided in Section 23 below.
- (d) If the Impasse has not been resolved through fact-finding, or the employee organization fails to request fact-finding, the Impasse will be sent to the Board of Directors, which, after holding a public hearing on the impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest including but not limited to, unilaterally implementing its last, best, and final offer or such terms as must be reasonably comprehended from the last, best, and final offer, but shall not implement a Memorandum of Understanding. Any legislative action by the Board of Directors on the Impasse shall be final and binding.

## **Section 22. Fact-Finding Procedures**

22.1 Upon failure to agree to, or upon failure to reach an agreement through, mediation, the employee organization may submit a written request to the DERR and the Public Employment Relations Board for a fact-finding panel in accordance with state law as follows:

22.1.1 If the dispute was submitted to mediation, then the written request for a factfinding panel must be submitted not sooner than thirty (30) days, but not more than forty-five (45) days, after the appointment of the mediator.

22.1.2 If the dispute was not submitted to mediation, then the written request for a factfinding panel must be submitted not later than thirty (30) days following the date that either party provided the other with a written notice of an Impasse and request for an Impasse meeting.

22.2 The request for fact-finding shall be filed with the Public Employment Relations Board - Los Angeles Regional Office located at 425 W Broadway, Suite 400, Glendale, California 91204-1269, with a proof of service, containing a declaration signed under penalty of perjury with the following information: (1) the name of the declarant; (2) the county and state in which the declarant is employed or resides; (3) a statement that the declarant is over the age of 18 years and not a party to the case; (4) the address of the declarant; (5) a description of the documents served; (6) the method of service and a statement that any postage or other costs were prepaid; (7) the name(s), address(es) and, if applicable, fax number(s) used for service on the party(ies); and (8) the date of service. Approval or disapproval of all requests for factfinding shall be in the discretion of the Public Employment Relations Board.

22.3 Within five (5) working days after notification from the Public Employment Relations Board that the factfinding request has been approved, each party shall select a person to serve as its member of the factfinding panel and notify the Public Employment Relations Board of its selection. The parties shall then select the chairperson by utilizing a strike procedure whereby each side strikes a member of the list provided by PERB until one is selected. Within five (5) working days after a chairperson is selected through this procedure, the parties may alternatively mutually agree upon another person to serve as chairperson. The strike procedure will be initiated by a coin toss by a representative of the District, who shall flip the coin and call the chosen side, witnessed by the employee organization, with the winning party having the election to strike first or second. The costs for the services of the chairperson, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be divided equally between the parties. Any other mutually incurred costs shall be divided equally between the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party. The parties are free to mutually extend the time limit if confirmed in writing.

22.4 Within ten (10) days of its appointment, the factfinding panel shall meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate, including issuance of subpoenas requiring attendance and testimony and production of evidence. The parties are free to mutually extend the time limit if confirmed in writing.

22.5 Within thirty (30) days of its appointment, or upon agreement by the parties for a longer period, and if the dispute is not settled by the parties within said time period, the factfinding panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. In making its findings and recommendations, the factfinding panel shall consider the following criteria:

- (a) State and federal laws that are applicable to the District;
- (b) Local rules, regulations, or ordinances;
- (c) Stipulations of the parties;
- (d) The interests and welfare of the public and the financial ability of the District;
- (e) Comparison of the wages, hours, and conditions of employment to employees performing similar services in comparable public agencies;
- (f) The consumer price index for goods and services, commonly known as the cost of living;



- (g) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received; and
- (h) Any other facts which are normally or traditionally taken into consideration in making the findings and recommendations.

22.6 The factfinding panel shall submit its findings and recommendations in writing to the parties prior to making them available to the public for the purpose of resolving the impasse. The District shall make the findings and recommendations available to the public within ten (10) calendar days after its receipt. If the Impasse has not been resolved within ten (10) calendar days after the District's receipt of the factfinding panel findings and recommendations, then the Impasse shall be sent to the District's Board of Directors, which shall then hold a hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom. Any legislative action by the District's Board of Directors on the Impasse shall be final and binding, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom.

#### **ARTICLE IV. MISCELLANEOUS PROVISIONS**

##### **Section 23. Construction**

The District may from time to time adopt such additional rules and regulations necessary or convenient to implement the provisions of this Resolution and provisions of the MMBA after meeting and consulting with all affected employee organizations. Nothing in this Resolution shall be construed to deny any person or employee any rights granted by Federal or State laws. The rights, powers, and authority of the District in all matters, including the right to maintain any legal actions, shall not be modified or restricted by this Resolution. Provisions of this Resolution are not intended to conflict with the provisions of the MMBA or the provisions of the District's personnel system which provides for other methods of administering employee relations.

##### **Section 24. Severability**

If any provision or portion thereof contained in this Resolution, or the application thereof, to any person or circumstances is held to be unconstitutional, invalid, or unenforceable, the remainder of this Resolution and the application of such provision, or portion thereof, to other persons or circumstances, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

##### **Section 25. Notice**

Wherever written notice is required by this Resolution, it shall be given to the District at 1605 E. Burnley Street, Camarillo, CA 93010, and to any employee organization at its last address furnished in writing to the District, by first class registered or certified mail, postage prepaid and shall be deemed to have been received on the third day immediately following the day it was mailed (excluding Saturdays, Sundays and holidays on which the offices of the District are closed) or, at the sender's option, may be given by hand delivery.

**SECTION 26. Certification.**

The Board Secretary shall certify to the adoption of this Resolution, which shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of September, 2022.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

ATTEST:

\_\_\_\_\_  
Bev Dransfeldt, Secretary, Board of Directors  
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: Jessica A. Puckett, CPRP, Administrative Analyst**

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF FINAL DESIGNS  
AND AMENDED AND RESTATED CONSTRUCTION  
AGREEMENT WITH MIRACLE LEAGUE OF THE 805 FOR A  
MIRACLE LEAGUE FIELD AT FREEDOM PARK**

**SUMMARY**

In September 2021, the Pleasant Valley Recreation and Park District Board of Directors formally approved both a Construction and a Maintenance and Use Agreement with the non-profit Miracle League of the 805 (“Miracle League”) for the future Miracle League Field at Freedom Park. The initial agreement to build the field was approved on April 1, 2020. Since the last approval, changes and updates to the initial field design are needed due to plan and permit reviews by the City of Camarillo. In addition, Miracle League of the 805 has requested an amendment to the Construction Agreement removing the requirement of payment and performance bonds per section four-Contract Funding, due to the cost of the bonds. Per direction given by the Miracle League Ad Hoc Committee on July 26, 2022, staff has worked with legal counsel to amend the contract to reflect new guidelines and procedures for this change in contract.

**BACKGROUND**

The Miracle League opened in Conyers, Georgia in April 2000. Word spread and by 2002, fields opened in South Carolina, Alabama, West Virginia, Illinois, and California. There are presently 300 Miracle League Organizations across the United States including Puerto Rico and Canada serving 200,000 plus children and adults with mental and physical disabilities.

Miracle League of the 805 first approached the District for space to operate a permanent Miracle League field and program in 2019. Since that time, working through the District’s Liaison Committee, multiple sites were examined and proposed for a permanent site to operate such as the former Los Altos Middle School property, University Preparation Charter School, Freedom Park West, Woodcreek Park, Pitts Ranch Park, and the Community Center at 1605 E. Burnley Street. University Preparation Charter School was initially selected as the tentative site, and a Maintenance and Use Agreement was approved by the Board on September 3, 2019, for Miracle League to use amenities (restrooms, sidewalk, parking lot, and all District properties reasonably

anticipated as part of the agreement) at 1605 E. Burnley Street, known as the Community Center Park. However, the Pleasant Valley School District Liaison Committee informed the District's Liaison Committee on October 3, 2019, that due to Proposition 39 the site was not eligible. After more exploration of feasibility at park and school sites, an Ad Hoc Committee was formed on January 30, 2020 by Director Magner with the inclusion of Director Malloy to address the Miracle League's field space request. The committee explored the potential use of and ultimately settled on the east end of Freedom Park (located at 275 E. Pleasant Valley Road), thereby agreeing to amend the 2011 Freedom Park Master Plan.

On April 1, 2020, the Board finalized and approved the southeast corner of Freedom Park located at the corner next to the Park District office as the specific location for a Miracle League Field and formally approved the modification of the 2011 Freedom Park Master Plan to reflect these changes. On June 18, 2020, the District and Miracle League entered into a consent to enter, release, and hold harmless agreement enabling Miracle League to begin the design process for a Miracle League field to be constructed at the southeast corner next to the Park District office at Freedom Park.

Jordan, Gilbert & Bain Landscape Architects, Inc. was hired by Miracle League to provide professional services to complete design documents for the Miracle League Field and adjacent Shetland field per the amended 2011 Master Park Plan. Collectively the Ad Hoc Committee, staff, Miracle League members and Jay Bain of Jordan, Gilbert & Bain began the design process of the field along with the creation of a Construction Agreement and a Use and Maintenance Agreement for the new field.

On September 1, 2021, the Board approved the proposed Construction Agreement and Use and Maintenance Agreement.

## **ANALYSIS**

Since that time, District staff has been working with Miracle League as it relates to the final designs for the new field along with preparations for the public bidding process for construction per the Agreements approved on September 1, 2021. Multiple adjustments and alterations have been made to the design of the field since the process first began to address site-specific infrastructure needs.

Key features of the Miracle League Field Design and Plans:

- **Overall Dimensions:** The southeast corner is roughly one acre in size. Designs include a Miracle League Field approximately 120 ft x 110 ft and a Shetland baseball field approximately 120 ft x 110 ft with a radius of 120 ft. The Miracle League field has been reduced in overall length by 5'-0" to prevent a conflict from an existing City of Camarillo drinking water line just north of the outfield. By reducing the field in size, the pipe can be protected in place until the time comes to be replaced by the City.
- **Field Formation and Elevation:**
  - The field will be completely constructed using a concrete base with appropriate padding and rubberized surfacing suitable for play. The concrete surfacing will provide a firm surface for players to utilize the field including those athletes in

wheelchairs. The concrete can be formed to maintain a safe uniform surface to meet all ADA regulations.

- The concrete surface will also be used for directing surface drainage to the project surface drains as well as providing a surface that cannot be undermined by the large quantity of gophers living nearby. Due to the adjacent farming operations, the gopher issues will not be mitigated any time soon.
- The City has agreed that the displacement of soil due to grading the project site and additional concrete surfacing proposed for this project will not dramatically impact the historic drainage pattern for the park site. The project will not have any extensive grading required to mitigate surface drainage water.
- The elevation of the field between the existing open dirt field and the existing chain link fence will be raised by approximately two feet (2') in height. A concrete 'V' swale has been created between the elevated field and the existing open direct field for drainage purposes.
- **Electrical Power Source:** Southern California Edison ('SCE') will provide a separate electrical power service line and meter for the baseball field site. An overhead electrical line will be extended from an existing power pole located in the rear of the adjacent park district office building to the rear of the baseball field.
  - Miracle Field will have to pay for a private wooden power pole. SCE will provide labor and materials to extend wire to the new pole. The City of Camarillo has granted permission for the extension of the overhead wire to the new pole, approximately 70 linear feet.
  - Presently all new power lines must be buried per City of Camarillo ordinance. SCE standards require a minimum wire size for new buried wire systems. The existing overhead electrical system servicing the park site is incredibly old and the wire gauge or size is much smaller than the SCE minimum size required for buried wires. Miracle League would have to install approximately ½ mile long new buried wire from the nearest power source suitable to handle the buried wire requirements. Both SCE and the City recognized that this situation would not make realistic sense for such a small project and will allow the small extension of the overhead power line to occur.
- **Bordering Tree Line:** Per SCE standards and due to the project grading operations, a total of 22 trees along the south perimeter of the park site will need to be removed to construct the project. Of those trees, SCE will require the removal of eight (8) trees to prevent tree branches from conflicting with the new overhead wire layout to the new power pole for the Miracle League Field. The additional 14 trees will need to be removed to provide clearance to construct the new baseball field.
- **City Plan Review:** The project was reviewed by the City informally in mid-July 2022 and was subsequently submitted for a formal review on August 5, 2022. The formal review is expected to take approximately four to five weeks in time before we can obtain any comments that need to be addressed or hopefully an approval to obtain a building permit.

As the design process has continued, Miracle League Board members approached the Ad Hoc Committee on July 26, 2022, requesting a change in the Construction Agreement approved on September 1, 2021. In the approved agreement, Miracle League is required to provide properly

executed payment and performance bonds, both in an amount not less than 110% of the approved construction estimate. The cost of issuing these bonds is estimated at \$30,000-\$35,000. As Miracle League is responsible for raising all funds for the project through private donations, this is a cost they feel is better served being spent on the construction of the field. The Ad Hoc Committee agreed to the request, instructing staff to prepare an amended agreement and new accountability process for full Board approval to ensure Miracle League has all necessary funds for the construction of the field before the District begins the public bidding process.

Upon consultation and review with the District’s legal representatives, changes to section 4. *Contract Funding* have been made to remove the requirement of payment and performance bonds. Updated language requires Miracle League to provide an initial proof of funds followed by proof of funds each month until all funds are transferred and deposited into a District Liability Account for the construction of the field. New language regarding the process for change orders has also been added—any additional work identified after the start of construction that would exhaust funds in the liability account must be consulted on by the Ad Hoc Committee and a deposit of 110% of the cost of the extra work must be made into the liability account before the District will approve any change orders for the additional work. These changes will ensure funding from Miracle League is in place at all times before the District makes any financial commitments or purchases for construction of the field.

### **FISCAL IMPACT**

There is currently no fiscal impact associated with this action at this time.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.2B: “Public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation.”

Meets 2021 Strategic Plan Goal 3.4D: “Update the Freedom Park Master Plan and continue pursuing funding opportunities with Community Partners.”

Meets 2021 Strategic Plan Goal 4.4A: “Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District’s mission. Look for collaborative opportunities to expand services and fulfill unmet needs.”

### **RECOMMENDED ACTION**

It is recommended the Board approve both the proposed designs and the amended and restated Construction Agreement with Miracle League of the 805.

### **ATTACHMENTS**

- 1) Miracle League Field Landscape Designs (14 pages)
- 2) 2021 Approved Construction Agreement (16 pages)
- 3) Proposed Amended Construction Agreement (17 pages)

## CONSTRUCTION PROGRAM

A. THE CONTRACTOR SHALL IMPLEMENT A CONSTRUCTION PROGRAM THAT PREVENTS ILLICIT CONSTRUCTION-RELATED DISCHARGES OF POLLUTANTS INTO THE MS4, IMPLEMENTS AND MAINTAINS STRUCTURAL AND NON-STRUCTURAL BMPs TO REDUCE POLLUTANTS IN STORMWATER RUNOFF FROM CONSTRUCTION SITES, REDUCES CONSTRUCTION SITE DISCHARGES OF POLLUTANTS FROM THE MS4 TO THE MEP, AND PREVENTS CONSTRUCTION SITE DISCHARGES FROM THE MS4 FROM CAUSING OR CONTRIBUTING TO A VIOLATION OF WATER QUALITY STANDARDS.

BMP IMPLEMENTATION — CONSTRUCTION SITES LESS THAN ONE ACRE  
THE CONTRACTOR SHALL REQUIRE THE IMPLEMENTATION OF AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL BMPs FROM THE COUNTY OF VENTURA STORMWATER QUALITY MANAGEMENT PROGRAM BEST MANAGEMENT PRACTICES FOR CONSTRUCTION LESS THAN 1 ACRE.

### BMPs AT CONSTRUCTION SITES LESS THAN 1 ACRE

| EROSION CONTROL FOR BMPs                            | YES | NO | REASON FOR NO          |
|---|-----|----|------------------------|
| EC-1 OR SS-1 SCHEDULING                             | ■   |    |                        |
| EC-2 OR SS-2 PRESERVATION OF EXISTING VEGETATION    | ■   |    |                        |
| TEMPORARY SEDIMENT CONTROL BMPs                     |     |    |                        |
| SE-1 OR SC-1 SILT FENCE                             | ■   |    |                        |
| SE-8 OR SC-8 SANDBAG BARRIER                        | ■   |    |                        |
| TEMPORARY TRACKING CONTROL BMPs                     |     |    |                        |
| TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT          | ■   |    |                        |
| NON-STORMWATER MANAGEMENT BMPs                      |     |    |                        |
| NS-1 WATER CONSERVATION PRACTICES                   | ■   |    |                        |
| NS-2 DEWATERING OPERATIONS                          |     | ■  | NO EXCAVATION EXPECTED |
| WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL BMPs |     |    |                        |
| WM-1 MATERIAL DELIVERY & STORAGE                    | ■   |    |                        |
| WM-3 STOCKPILE MANAGEMENT                           | ■   |    |                        |
| WM-4 SPILL PREVENTION & CONTROL                     | ■   |    |                        |
| WM-5 SOLID WASTE MANAGEMENT                         | ■   |    |                        |
| WM-8 CONCRETE WASTE MANAGEMENT                      | ■   |    |                        |
| WM-9 SANITARY/SEPTIC WASTE MGMT                     | ■   |    |                        |
| ADDITIONAL BMPs SELECTED                            |     |    |                        |
|   |     |    |                        |

PONDED STORM WATER MAY BE DISCHARGED AT A CONCENTRATION OF TOTAL SUSPENDED SOLIDS (TSS) OF 100 MG/L OR LESS

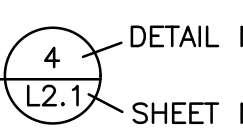
## SCOPE OF WORK

THIS PROJECT INCLUDES THE CONSTRUCTION OF A BASEBALL FIELD INCLUDING CONCRETE SIDEWALKS AND BASEBALL FIELD PAD, MASONRY WALLS, FENCING, IRRIGATION, TURF HYDRO-SEED, ELECTRICAL WORK, AND SYNTHETIC TURF INSTALLATION.

## APPLICABLE CODES & STANDARDS

PART 1 — 2019 CALIFORNIA BUILDING STANDARD ADMINISTRATIVE CODE. TITLE 24 C.C.R.  
PART 2 — 2019 CALIFORNIA BUILDING CODE — TITLE 24 C.C.R.  
PART 11 — 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE TITLE 24 C.C.R.  
CALIFORNIA DEPARTMENT OF WATER RESOURCES MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) C.C.R., TITLE 23, CHAPTER 2.7, DIVISION 2.

## SYMBOLS

DETAIL CALL-OUT  
  
 4 DETAIL NUMBER  
 L2.1 SHEET NUMBER

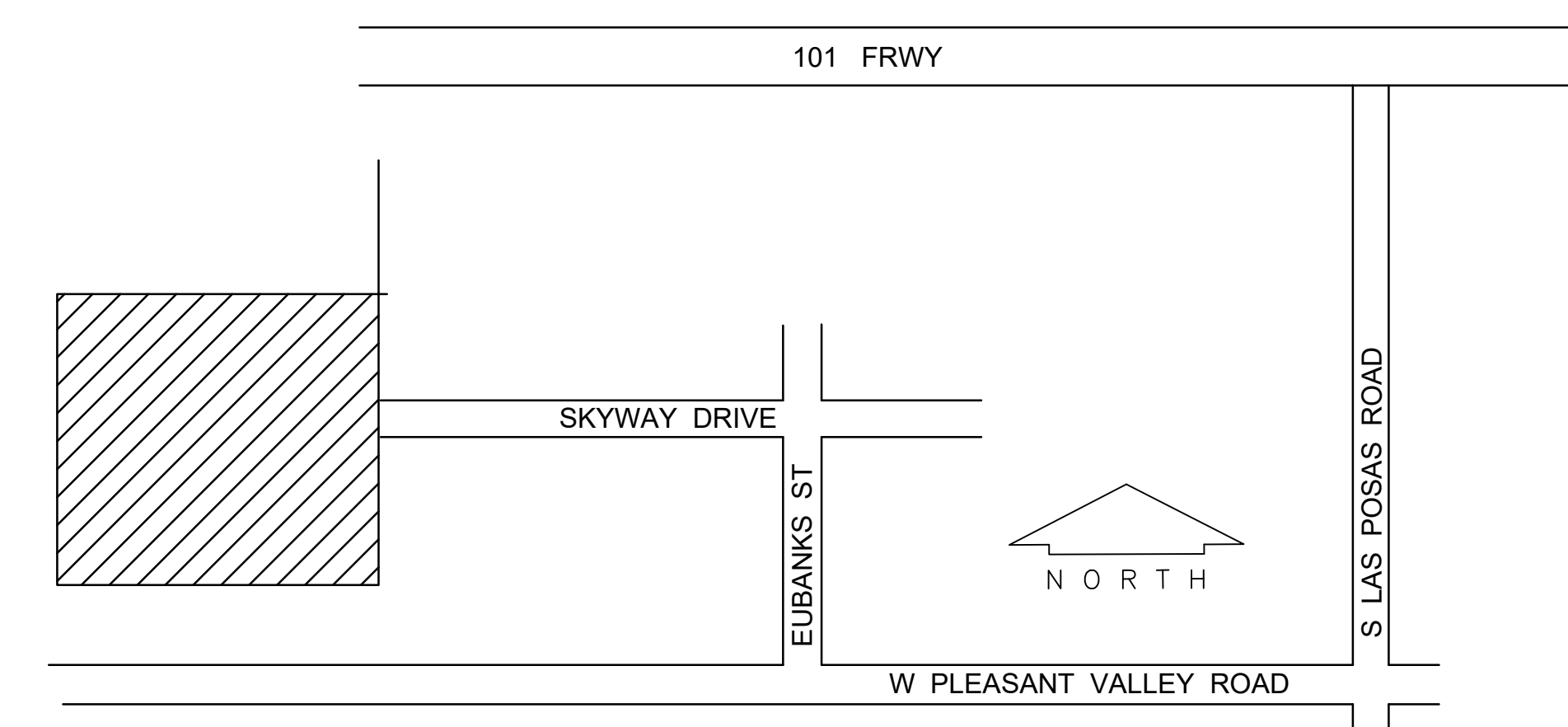
## ABBREVIATIONS

|        |                        |        |                        |
|--------|------------------------|--------|------------------------|
| CONC.  | CONCRETE               | P.O.T. | PATH OF TRAVEL         |
| C.A.B. | CRUSHED AGGREGATE BASE | PSI    | POUNDS PER SQUARE INCH |
| CONT.  | CONTINUOUS             | (N)    | NEW                    |
| C.O.   | CLEAN OUT              | O.C.   | ON CENTER              |
| C.L.   | CHAIN LINK             | STL.   | STEEL                  |
| D.G.   | DECOMPOSED GRANITE     | TC     | TOP OF CURB            |
| DIA.   | DIAMETER               | TG     | TOP OF GRATE           |
| E.J.   | EXPANSION JOINT        |        |                        |
| (E)    | EXISTING               |        |                        |
| FIN.   | FINISH                 |        |                        |
| F.O.C. | FACE OF CURB           |        |                        |
| FG     | FINISH GRADE           |        |                        |
| FS     | FINISH SURFACE         |        |                        |
| GRD.   | GRADE                  |        |                        |
| INV.   | INVERT ELEVATION       |        |                        |
| IRR    | IRRIGATION             |        |                        |
| MAX    | MAXIMUM                |        |                        |
| M.P.R. | MULTI PURPOSE ROOM     |        |                        |
| P.A.   | PLANTING AREA          |        |                        |

## LANDSCAPE CONSTRUCTION PLANS FOR: MIRACLE BASEBALL FIELD AT FREEDOM PARK CAMARILLO, CA 93010

MIRACLE LEAGUE OF THE 805  
2310 PONDEROSA DRIVE, SUITE 21  
CAMARILLO, CA 93010

## VICINITY MAP NOT TO SCALE



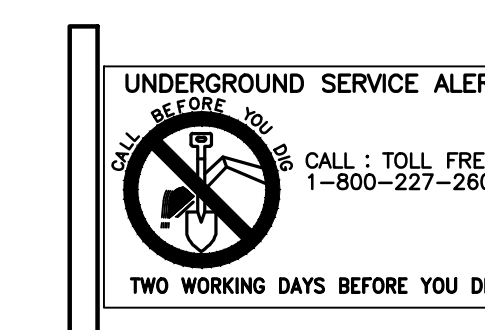
## SHEET INDEX

| SHEET # | DRAWING # | DESCRIPTION                     |
|---------|-----------|---------------------------------|
| 1       | L1.1      | COVER SHEET                     |
| 2       | L2.1      | EXISTING TOPO AND REMOVALS PLAN |
| 3       | L2.2      | STAKING PLAN & GRADING PLAN     |
| 4       | L3.1      | CONSTRUCTION DETAILS            |
| 5       | L3.2      | CONSTRUCTION DETAILS            |
| 6       | L3.3      | CONSTRUCTION DETAILS            |
| 7       | L3.4      | CONSTRUCTION DETAILS            |
| 8       | L3.5      | CONSTRUCTION DETAILS            |
| 9       | L3.6      | CONSTRUCTION DETAILS            |
| 10      | L3.7      | CONSTRUCTION DETAILS            |
| 11      | L4.1      | IRRIGATION PLAN                 |
| 12      | L4.2      | IRRIGATION LEGEND AND NOTES     |
| 13      | L4.3      | LANDSCAPE DETAILS               |
| 14      | L5.1      | PLANTING PLAN                   |

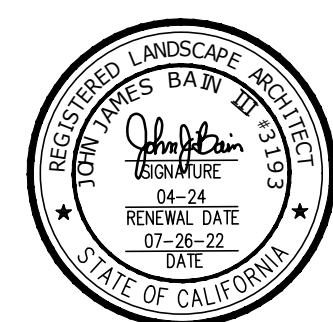


FREEDOM PARK SITE MAP  
NTS

MIRACLE FIELD LOCATION



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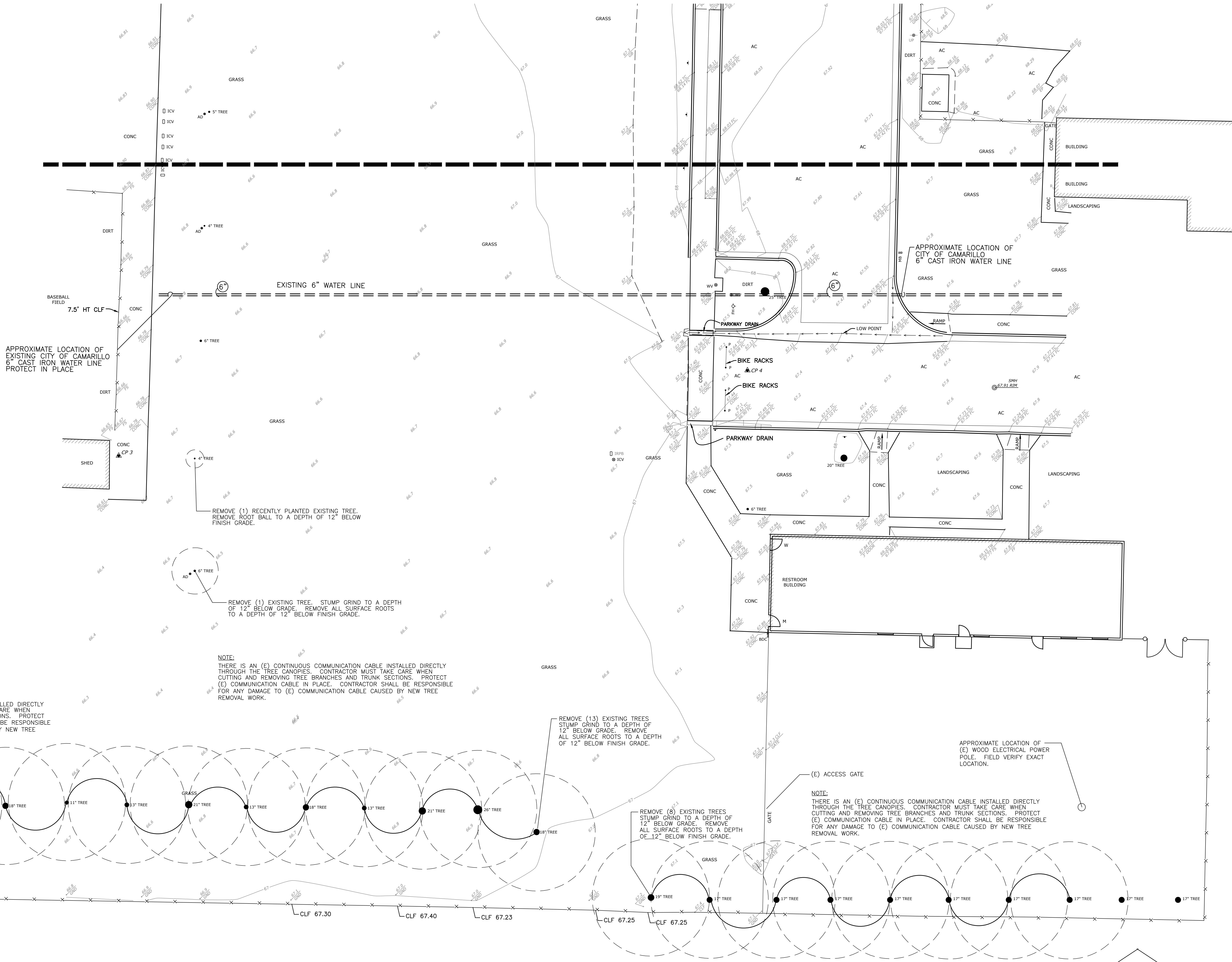
CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**COVER SHEET**

**JORDAN, GILBERT & BAIN**  
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 CONSTRUCTION DATE: \_\_\_\_\_  
 DRAWING  
**L1.1**  
 SHEET 1 OF 14  
 PROJECT No. 20.16



SYMBOL DENOTES APPROXIMATE LIMIT OF (E) TREE DRIPLINE

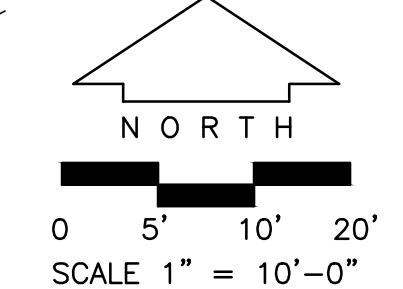
**NOTE:**  
THERE IS AN (E) CONTINUOUS COMMUNICATION CABLE INSTALLED DIRECTLY THROUGH THE TREE CANOPIES. CONTRACTOR MUST TAKE CARE WHEN CUTTING AND REMOVING TREE BRANCHES AND TRUNK SECTIONS. PROTECT (E) COMMUNICATION CABLE IN PLACE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) COMMUNICATION CABLE CAUSED BY NEW TREE REMOVAL WORK.

**NOTE:**  
THERE IS AN (E) CONTINUOUS COMMUNICATION CABLE INSTALLED DIRECTLY THROUGH THE TREE CANOPIES. CONTRACTOR MUST TAKE CARE WHEN CUTTING AND REMOVING TREE BRANCHES AND TRUNK SECTIONS. PROTECT (E) COMMUNICATION CABLE IN PLACE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) COMMUNICATION CABLE CAUSED BY NEW TREE REMOVAL WORK.

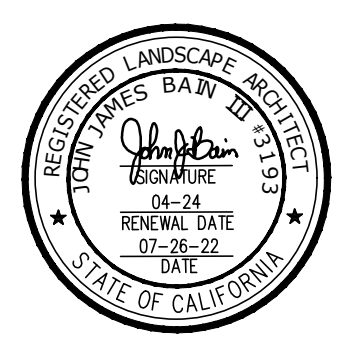
REMOVE (13) EXISTING TREES STUMP GRIND TO A DEPTH OF 12" BELOW GRADE. REMOVE ALL SURFACE ROOTS TO A DEPTH OF 12" BELOW FINISH GRADE.

REMOVE (8) EXISTING TREES STUMP GRIND TO A DEPTH OF 12" BELOW GRADE. REMOVE ALL SURFACE ROOTS TO A DEPTH OF 12" BELOW FINISH GRADE.

**NOTE:**  
THERE IS AN (E) CONTINUOUS COMMUNICATION CABLE INSTALLED DIRECTLY THROUGH THE TREE CANOPIES. CONTRACTOR MUST TAKE CARE WHEN CUTTING AND REMOVING TREE BRANCHES AND TRUNK SECTIONS. PROTECT (E) COMMUNICATION CABLE IN PLACE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) COMMUNICATION CABLE CAUSED BY NEW TREE REMOVAL WORK.



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CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

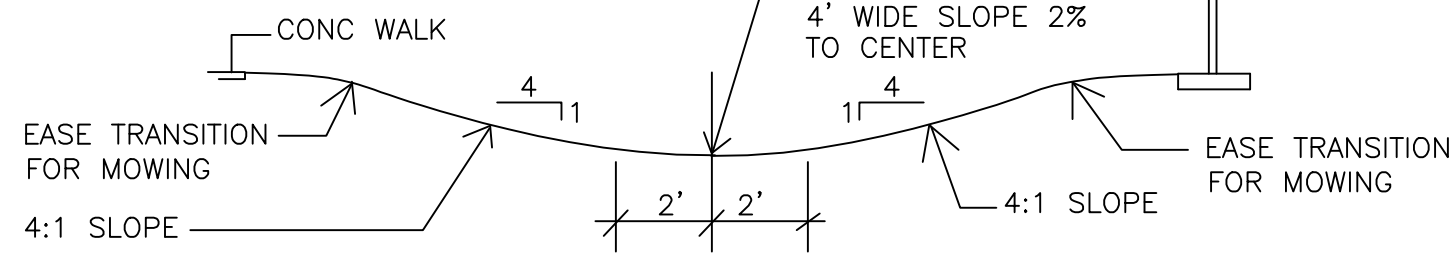
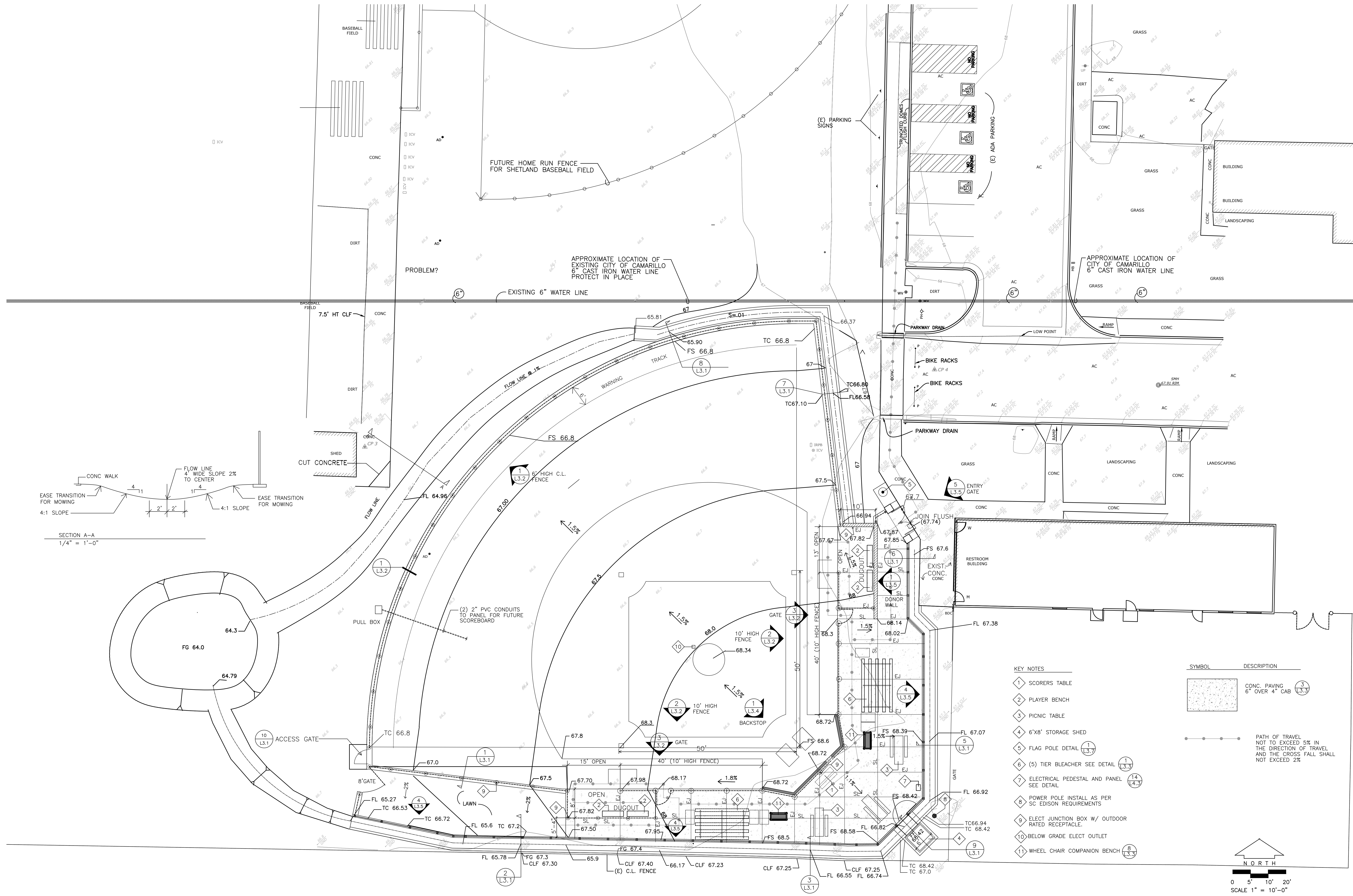
SHEET TITLE:  
**EXISTING CONDITIONS & REMOVALS**

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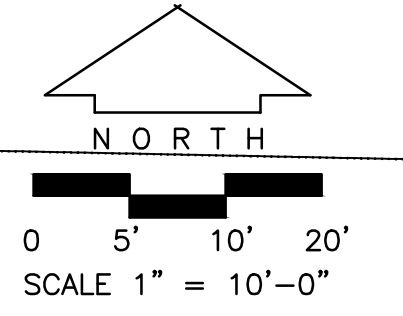
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DATE: 7-26-22  
CONSTRUCTION DATE

DRAWING  
**L2.1**  
SHEET 2 OF 14  
PROJECT No. 20.16

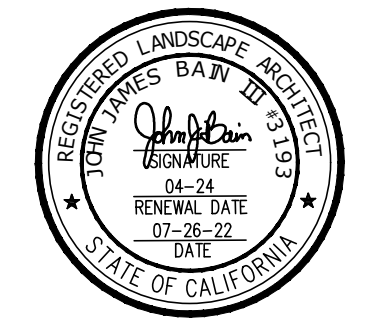




| KEY NOTES  | SYMBOL   | DESCRIPTION   |
|--|----------|---|
| 1 SCORERS TABLE                                    | (Symbol) |   |
| 2 PLAYER BENCH                                     | (Symbol) |   |
| 3 PICNIC TABLE                                     | (Symbol) |   |
| 4 8'x8' STORAGE SHED                               | (Symbol) |   |
| 5 FLAG POLE DETAIL                                 | (Symbol) |   |
| 6 (S) TIER BLEACHER SEE DETAIL                     | (Symbol) |   |
| 7 ELECTRICAL PEDESTAL AND PANEL SEE DETAIL         | (Symbol) |   |
| 8 POWER POLE INSTALL AS PER SC EDISON REQUIREMENTS | (Symbol) |   |
| 9 ELECT JUNCTION BOX W/ OUTDOOR RATED RECEPTACLE   | (Symbol) |   |
| 10 BELOW GRADE ELECT OUTLET                        | (Symbol) |   |
| 11 WHEEL CHAIR COMPANION BENCH                     | (Symbol) |   |
|  | (Symbol) | CONC. PAVING 6\"/>  |
|  | (Symbol) | PATH OF TRAVEL NOT TO EXCEED 5% IN THE DIRECTION OF TRAVEL AND THE CROSS FALL SHALL NOT EXCEED 2% |



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CLIENT  
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 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

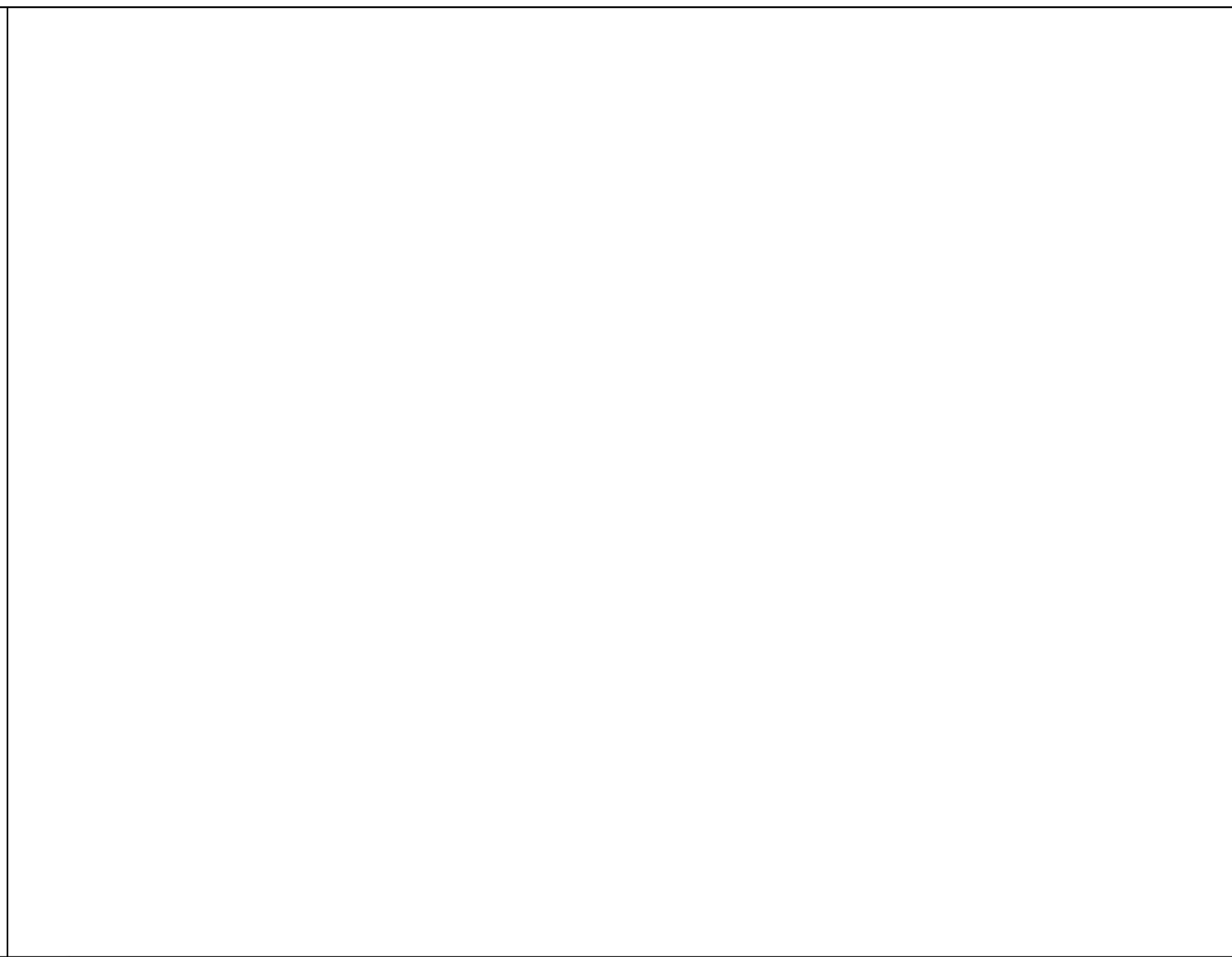
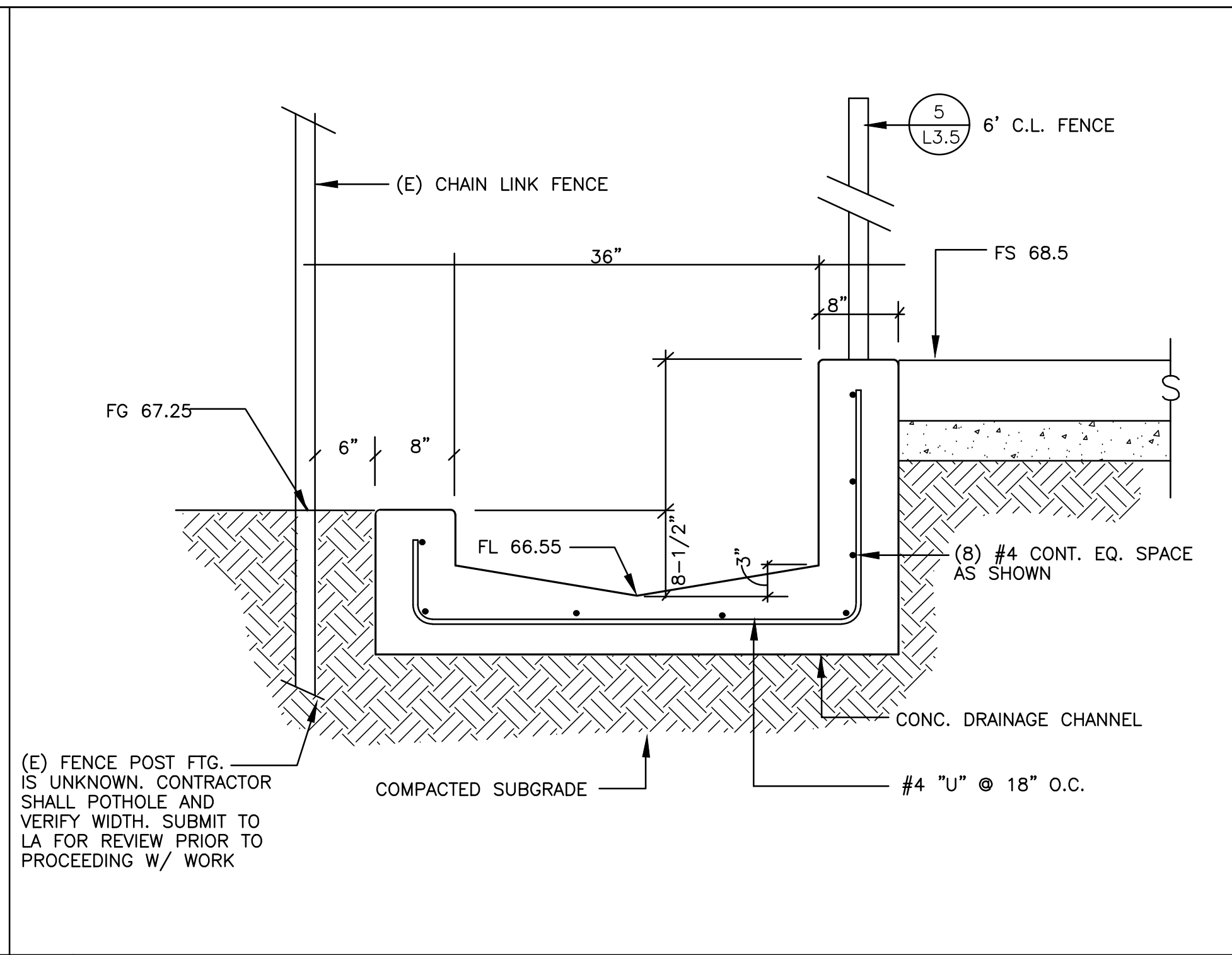
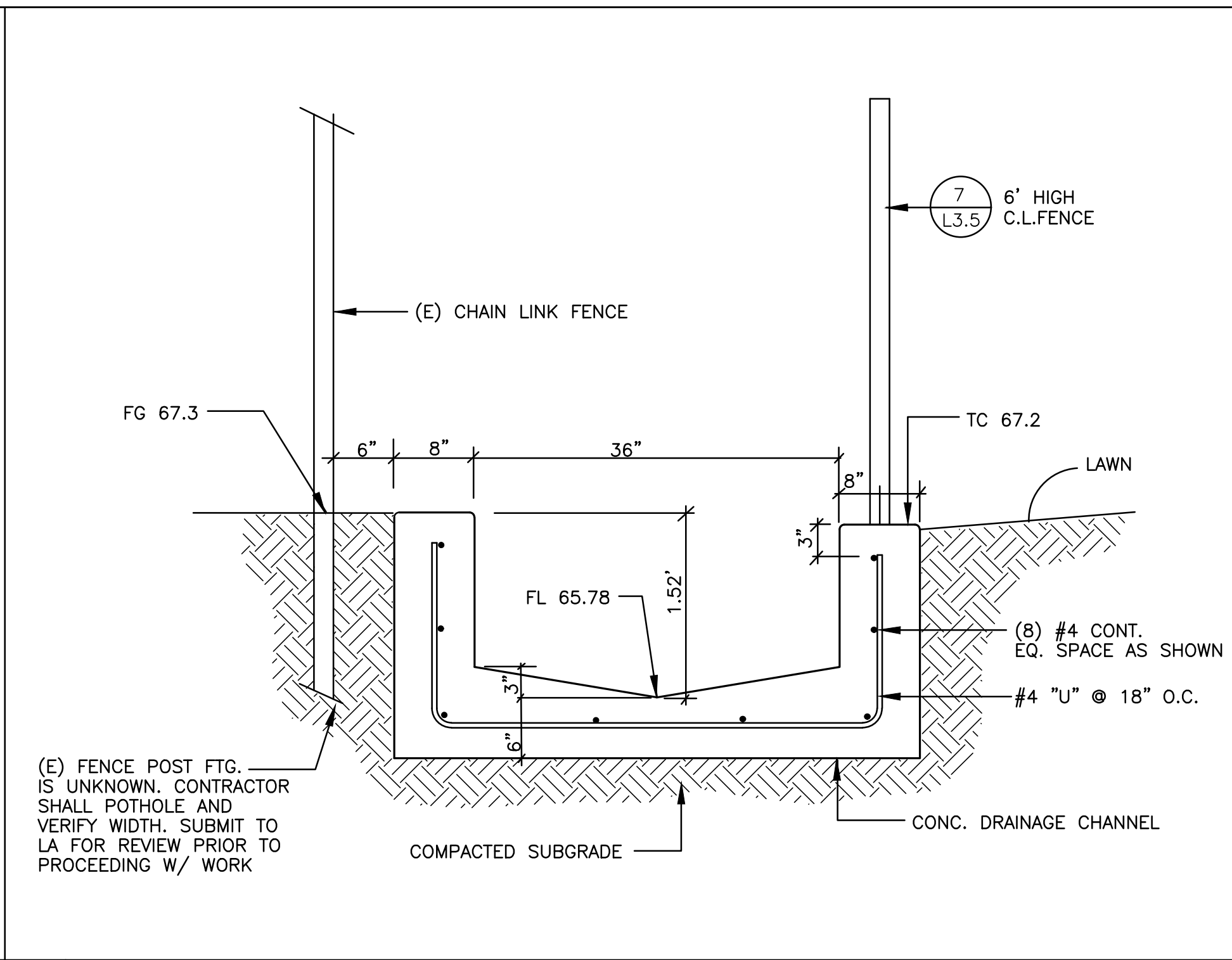
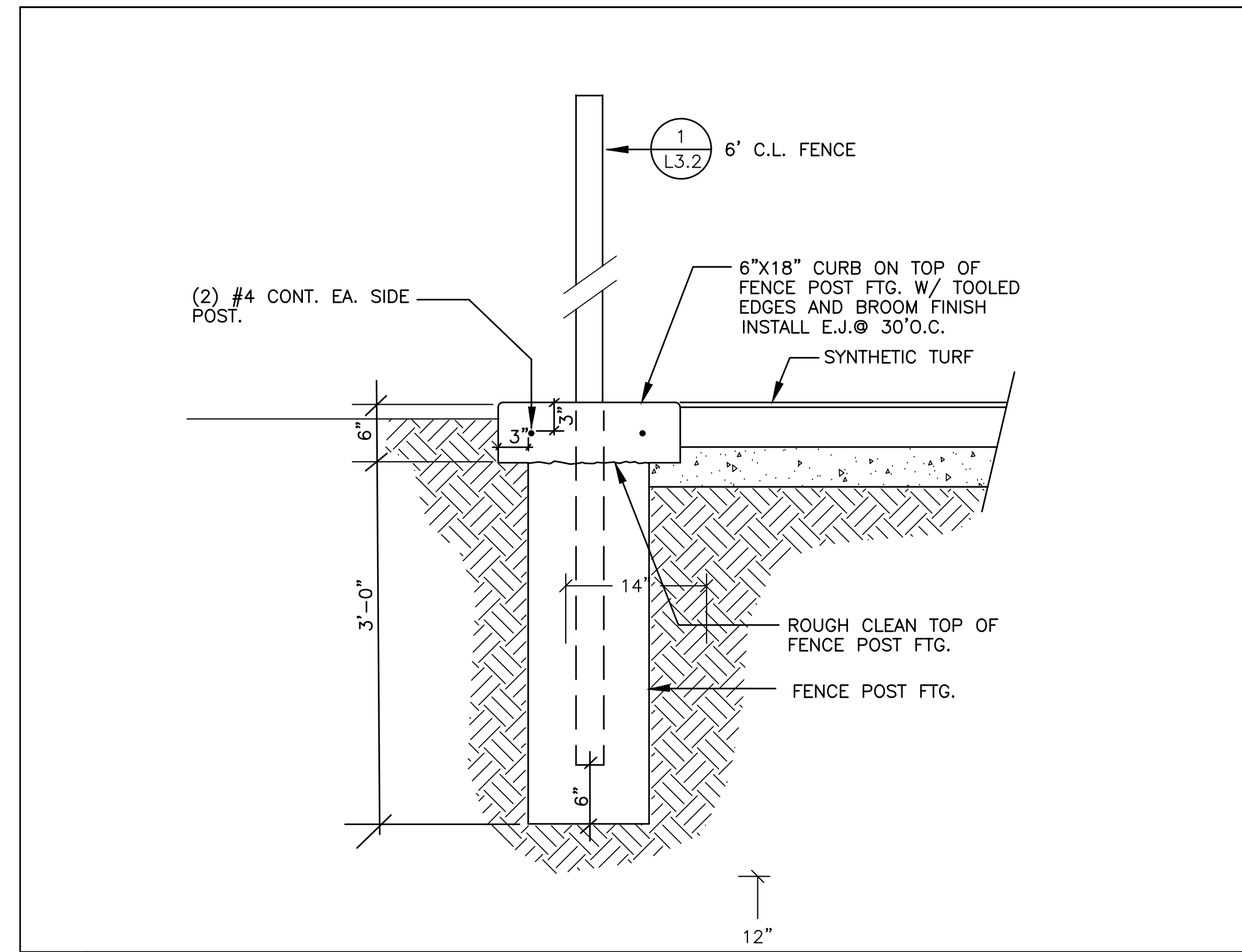
PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

SHEET TITLE:  
**STAKING & GRADING PLAN**

**JORDAN, GILBERT & BAIN**  
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**L2.2**  
 SHEET 3 OF 14  
 PROJECT No. 20.16

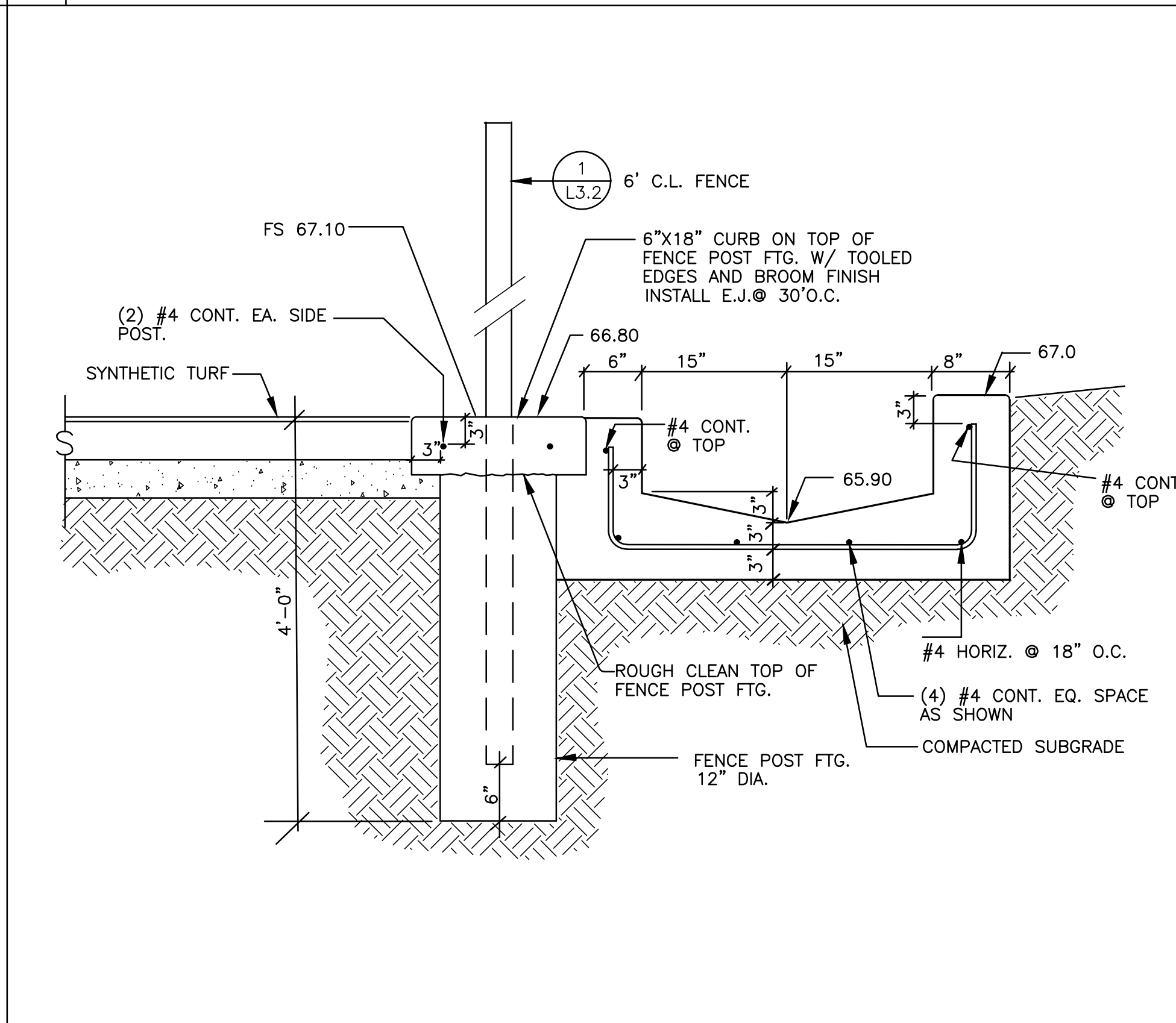
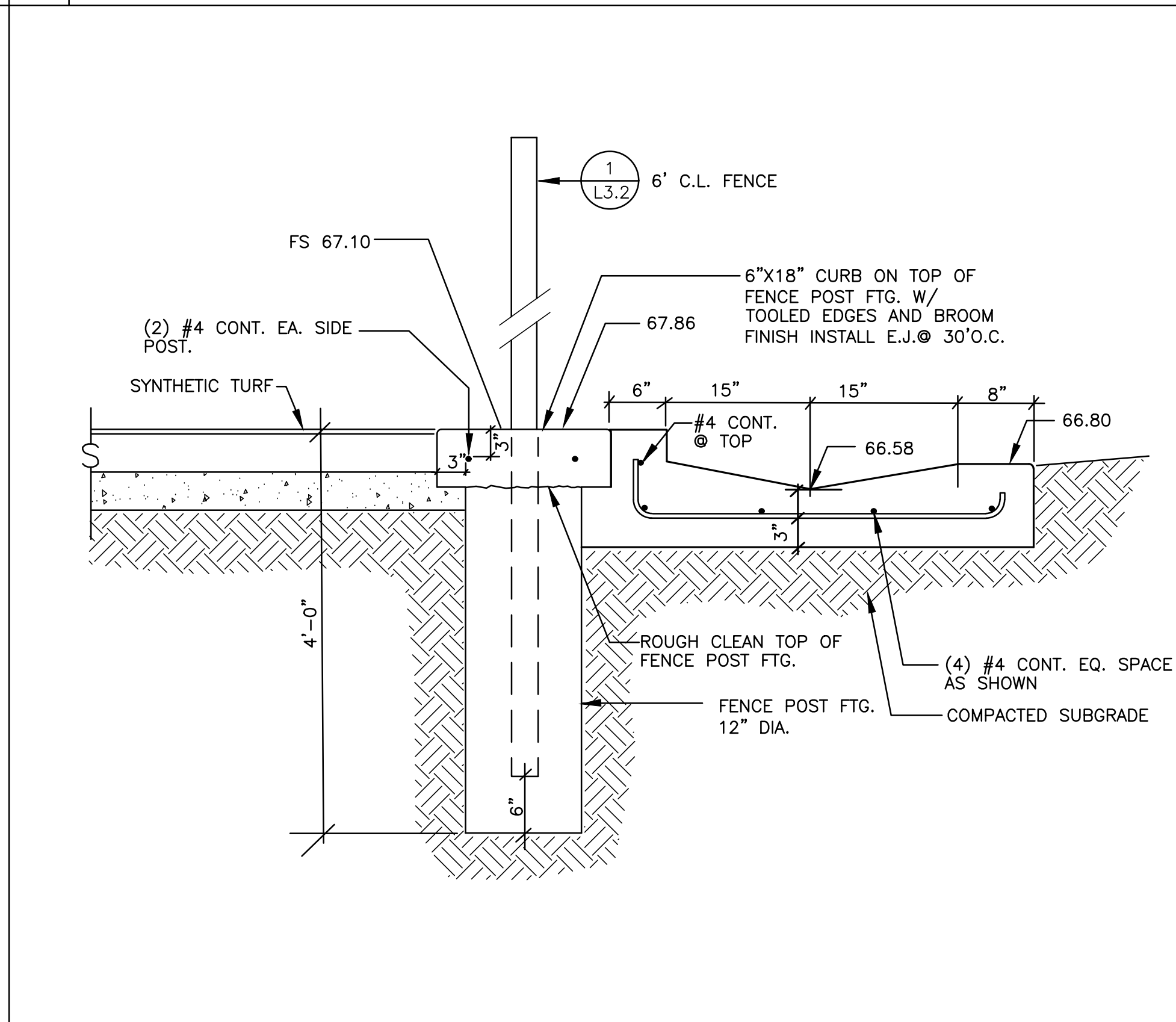
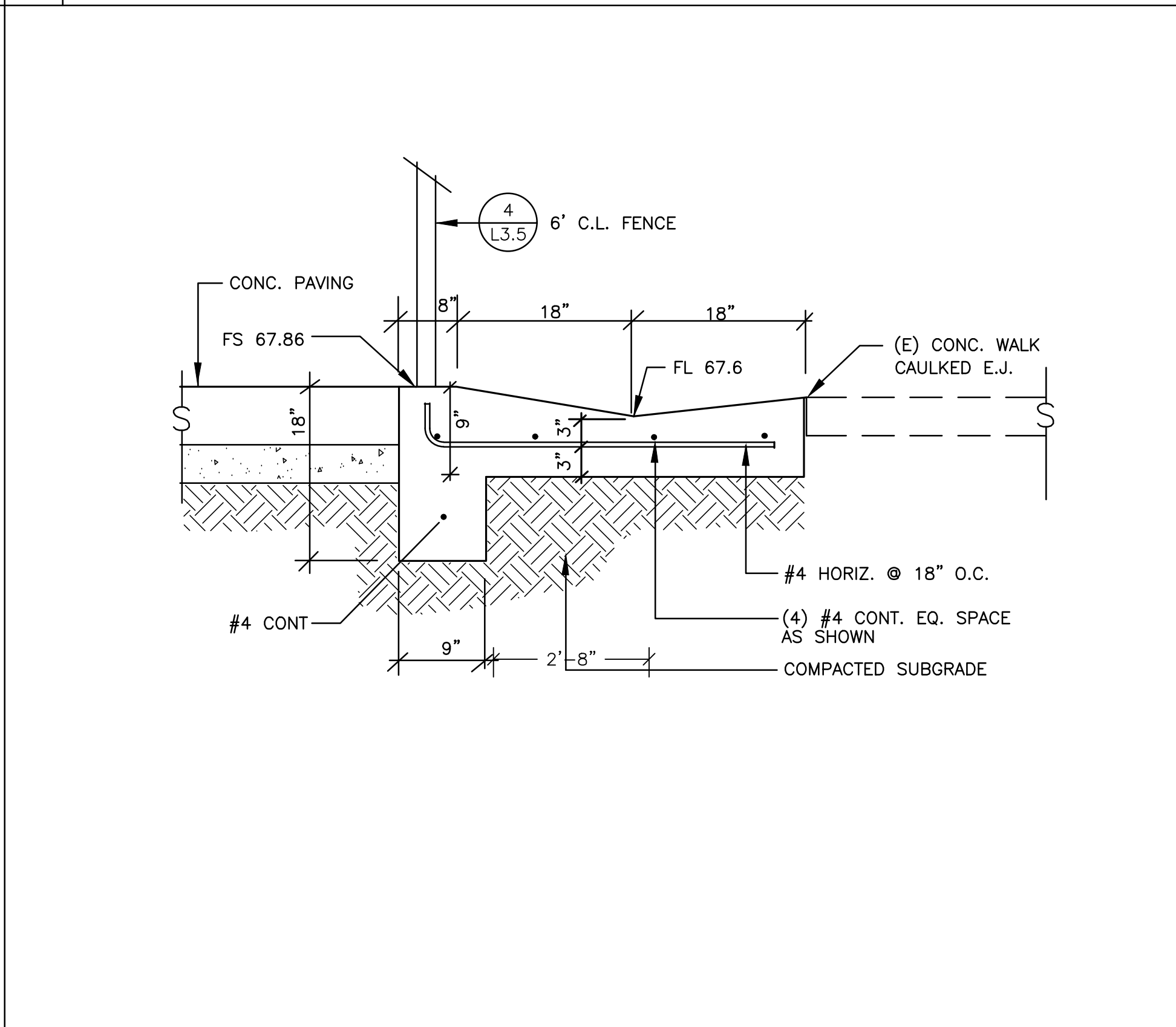
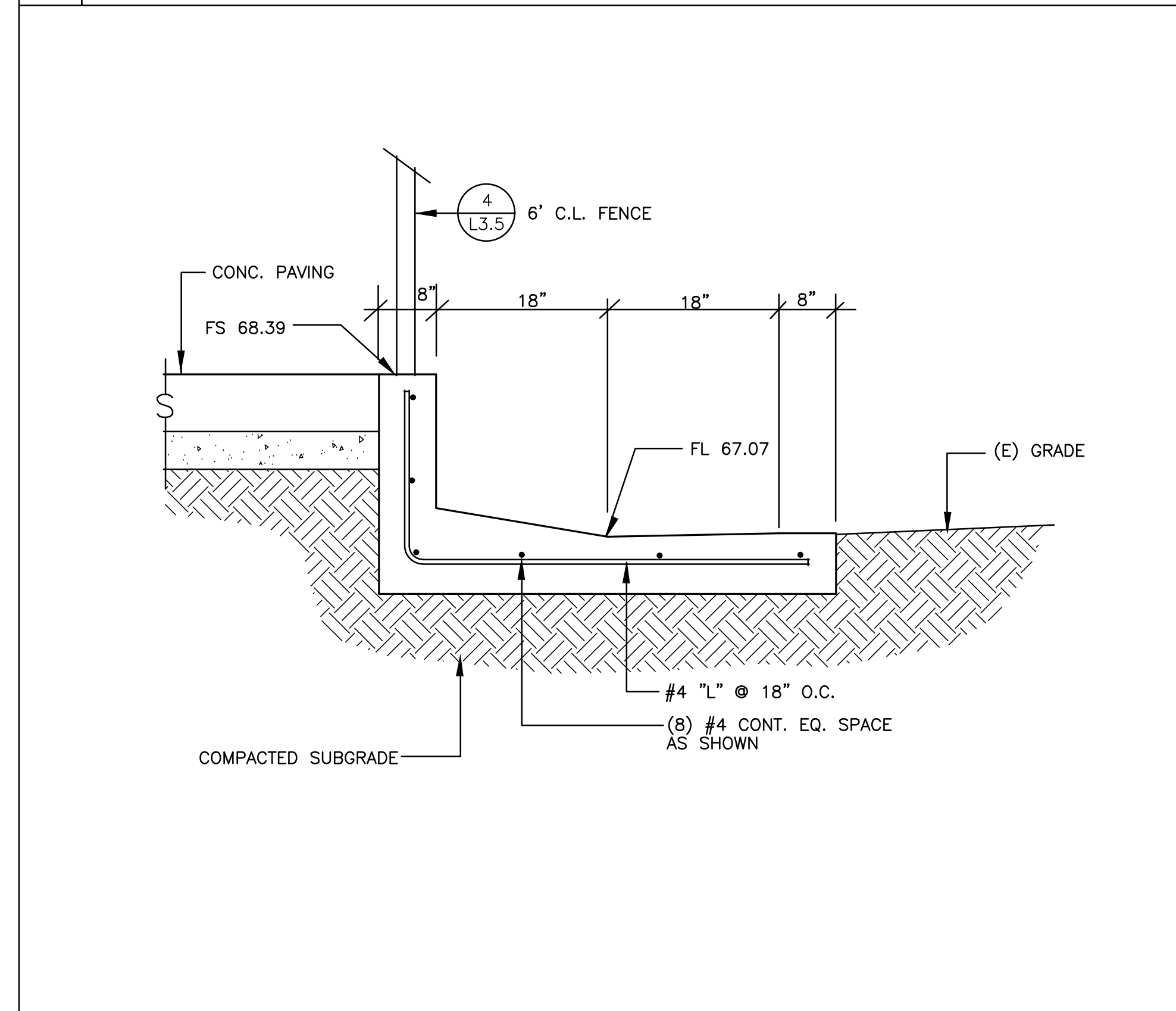


1 CHAIN LINK FENCE @ SYNTHETIC TURF AREA SCALE 1"=1'-0"

2 CONCRETE DRAINAGE CHANNEL SCALE 1"=1'-0"

3 CONCRETE DRAINAGE CHANNEL SCALE 1"=1'-0"

4 NOT USED

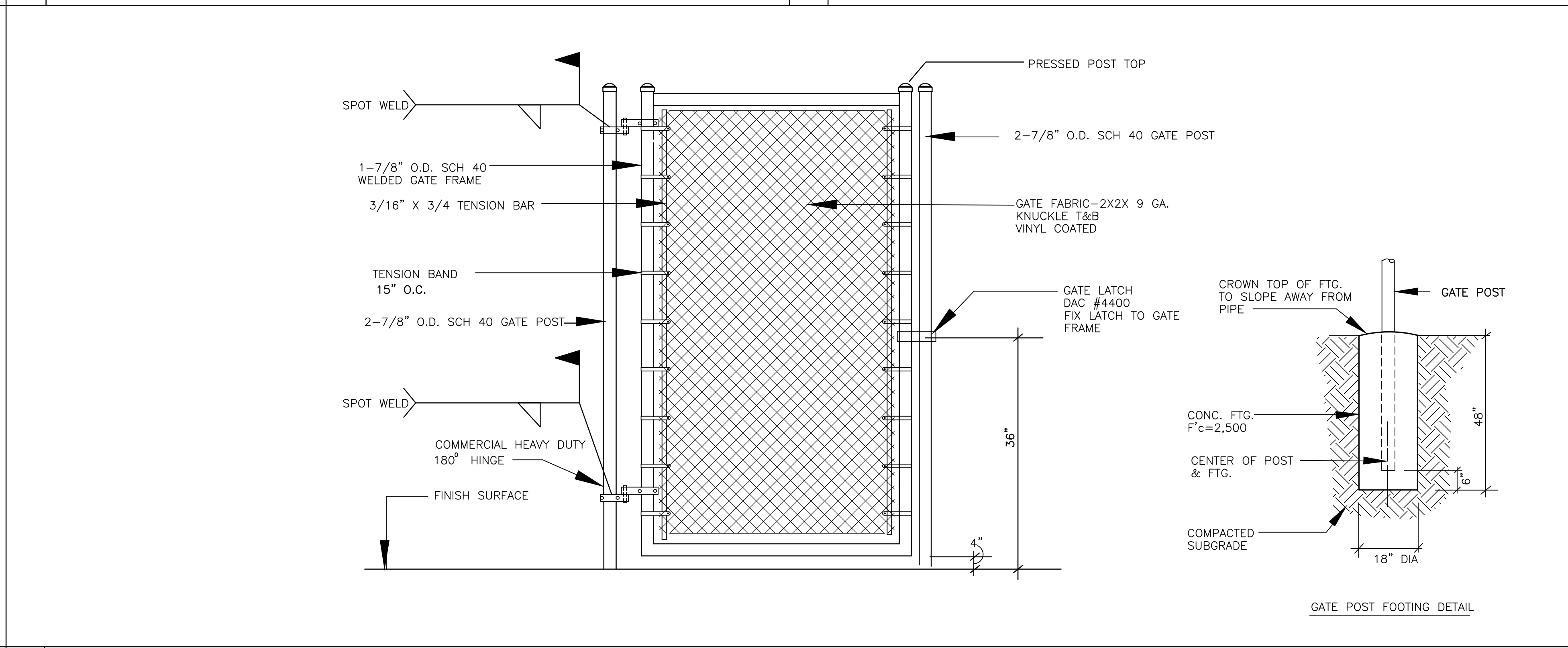
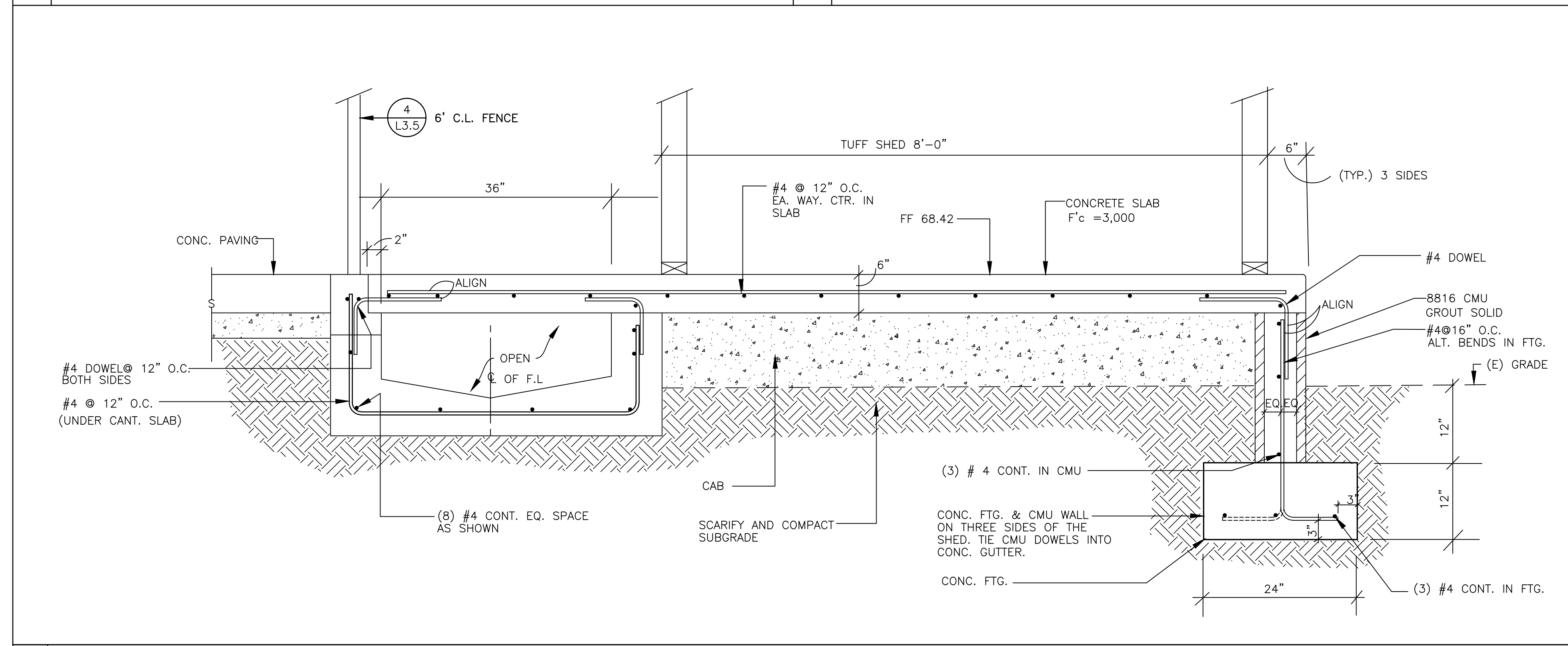


5 CONCRETE DRAINAGE CHANNEL SCALE 1"=1'-0"

6 CONCRETE DRAINAGE CHANNEL SCALE 1"=1'-0"

7 CONCRETE DRAINAGE CHANNEL SCALE 1"=1'-0"

8 CONCRETE DRAINAGE CHANNEL SCALE 1"=1'-0"



9 CANTILEVER CONCRETE SECTION AT SHED SCALE 1"=1'-0"

10 CHAIN LINK MAINTENANCE ACCESS GATE - 6' HIGH SCALE 1/2"=1'-0"

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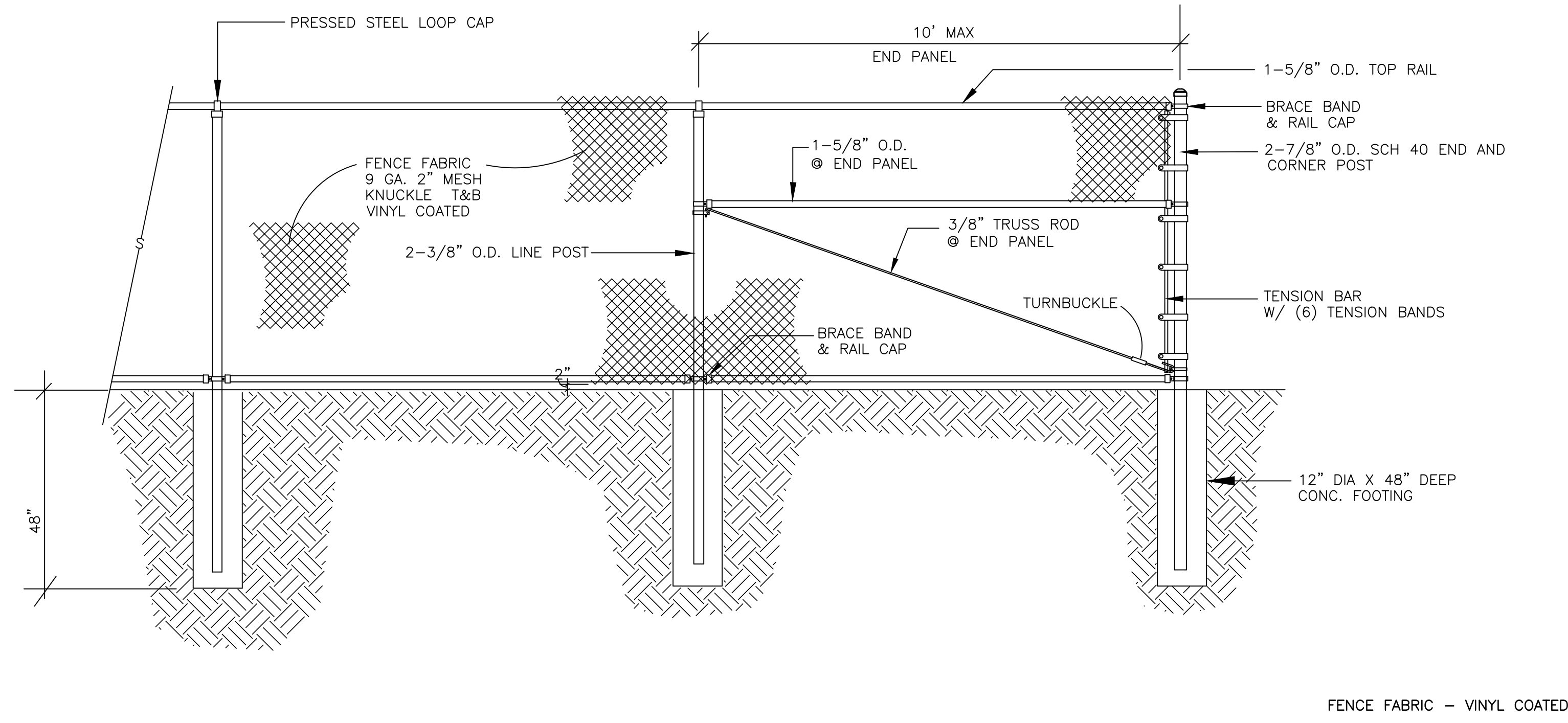
CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

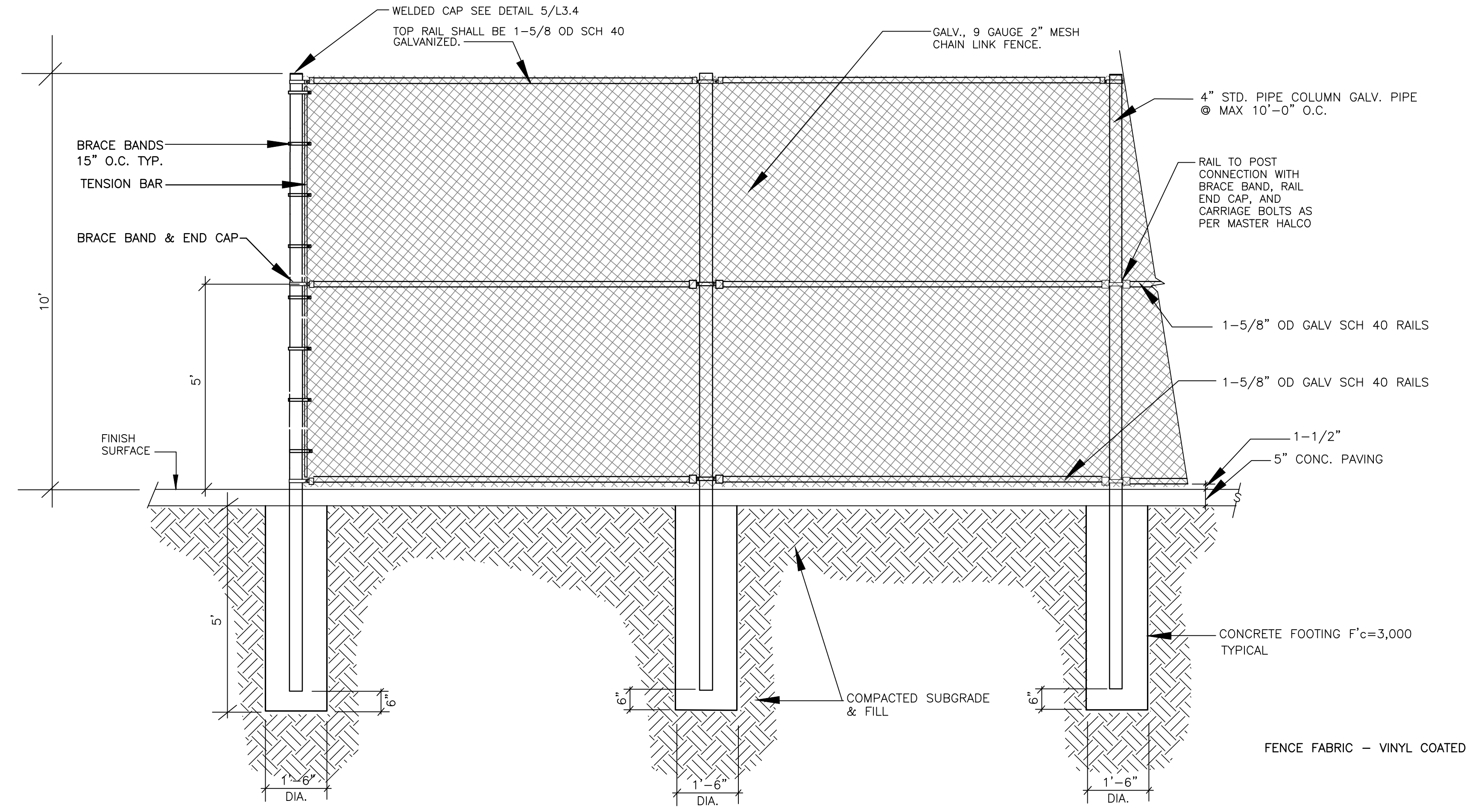
SHEET TITLE:  
**CONSTRUCTION DETAILS**

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 CONSTRUCTION DATE: \_\_\_\_\_  
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 SHEET 4 OF 14  
 PROJECT No. 20.16

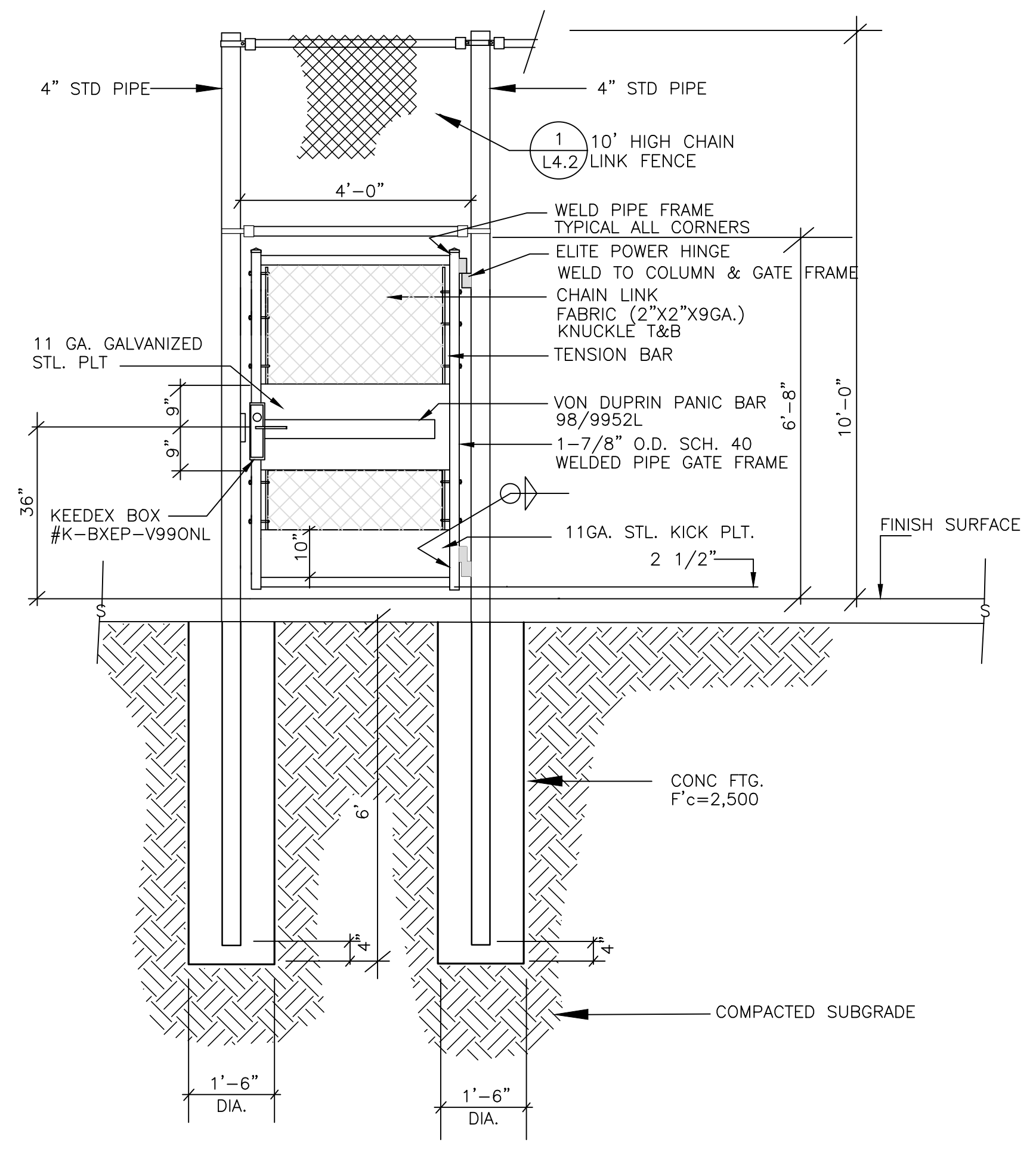


FENCE FABRIC - VINYL COATED

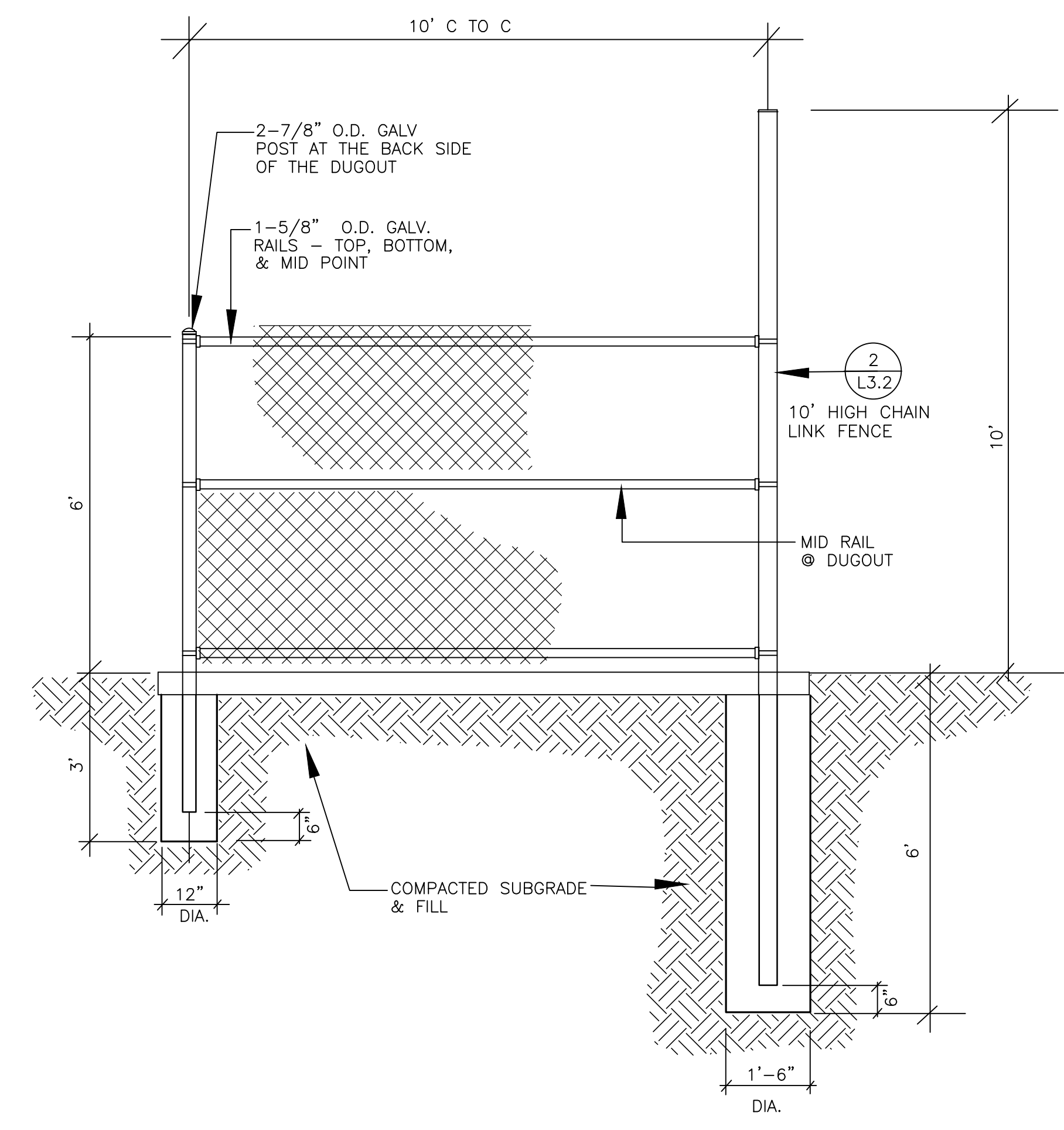


FENCE FABRIC - VINYL COATED

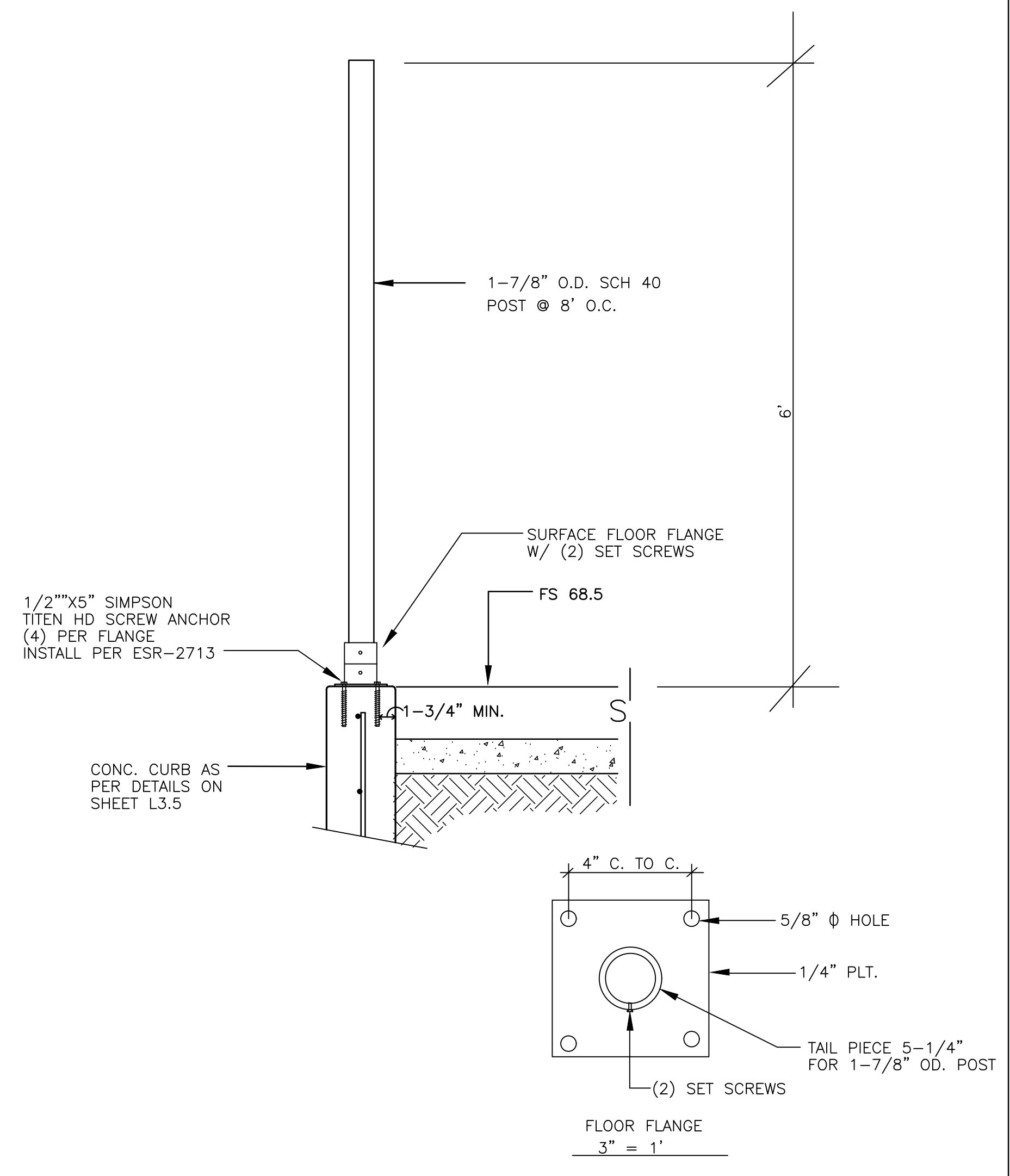
1 6 FT. HIGH CHAIN LINK FENCE SCALE 1/2"=1'-0" 2 10 FT. HIGH CHAIN LINK FENCE SCALE 1/2"=1'-0"



3 MAN GATE SCALE 1/2"=1'-0"



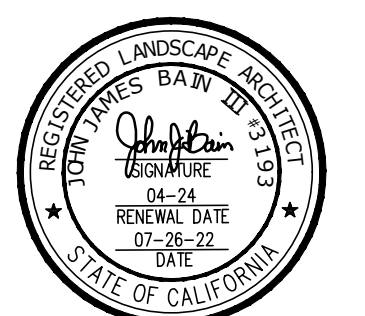
4 TRANSITION FROM 10' TO 6' SCALE 1/2"=1'-0"



5 CHAIN LINK FLOOR MOUNT DETAIL SCALE 1"=1'-0"

6

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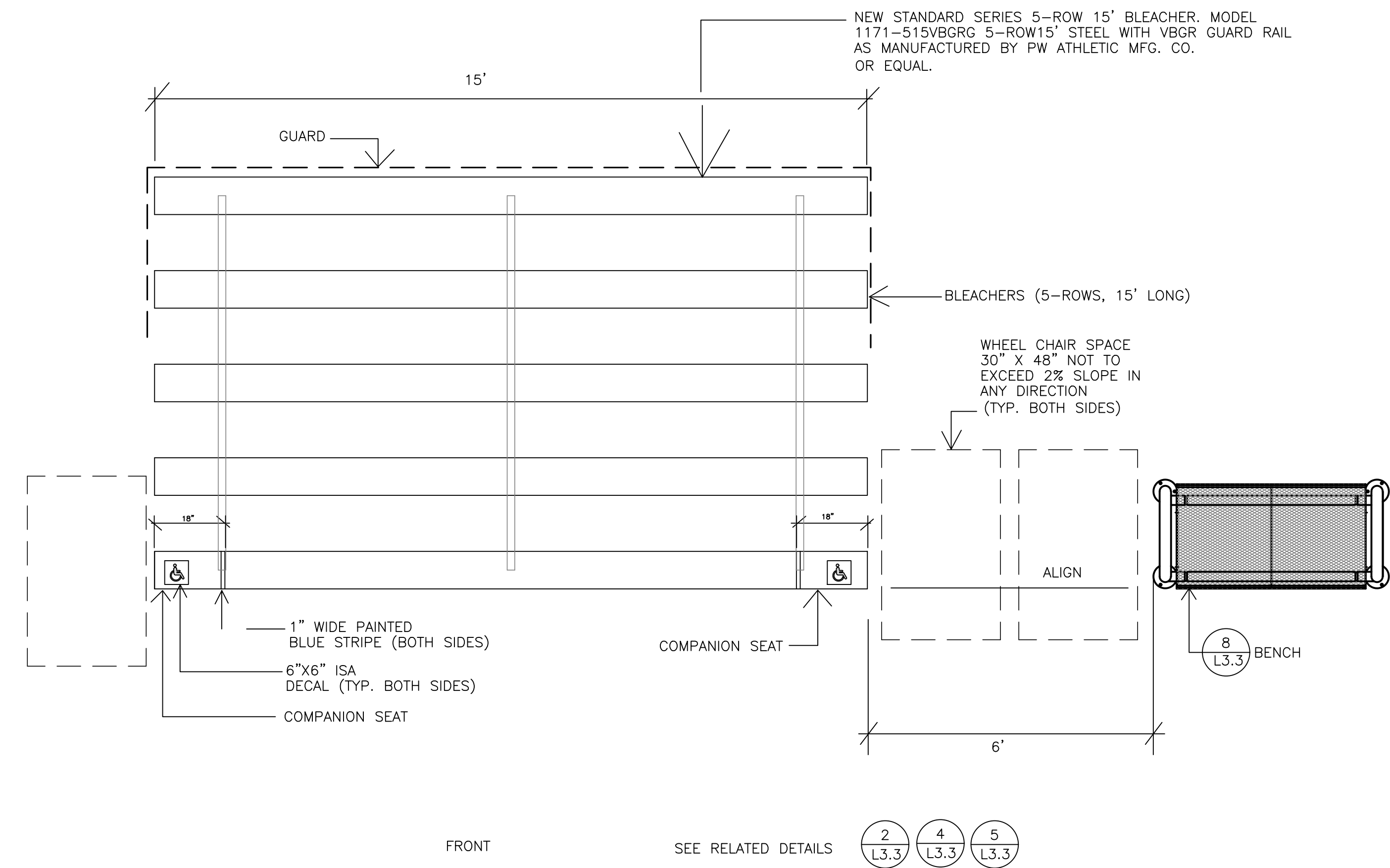
CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

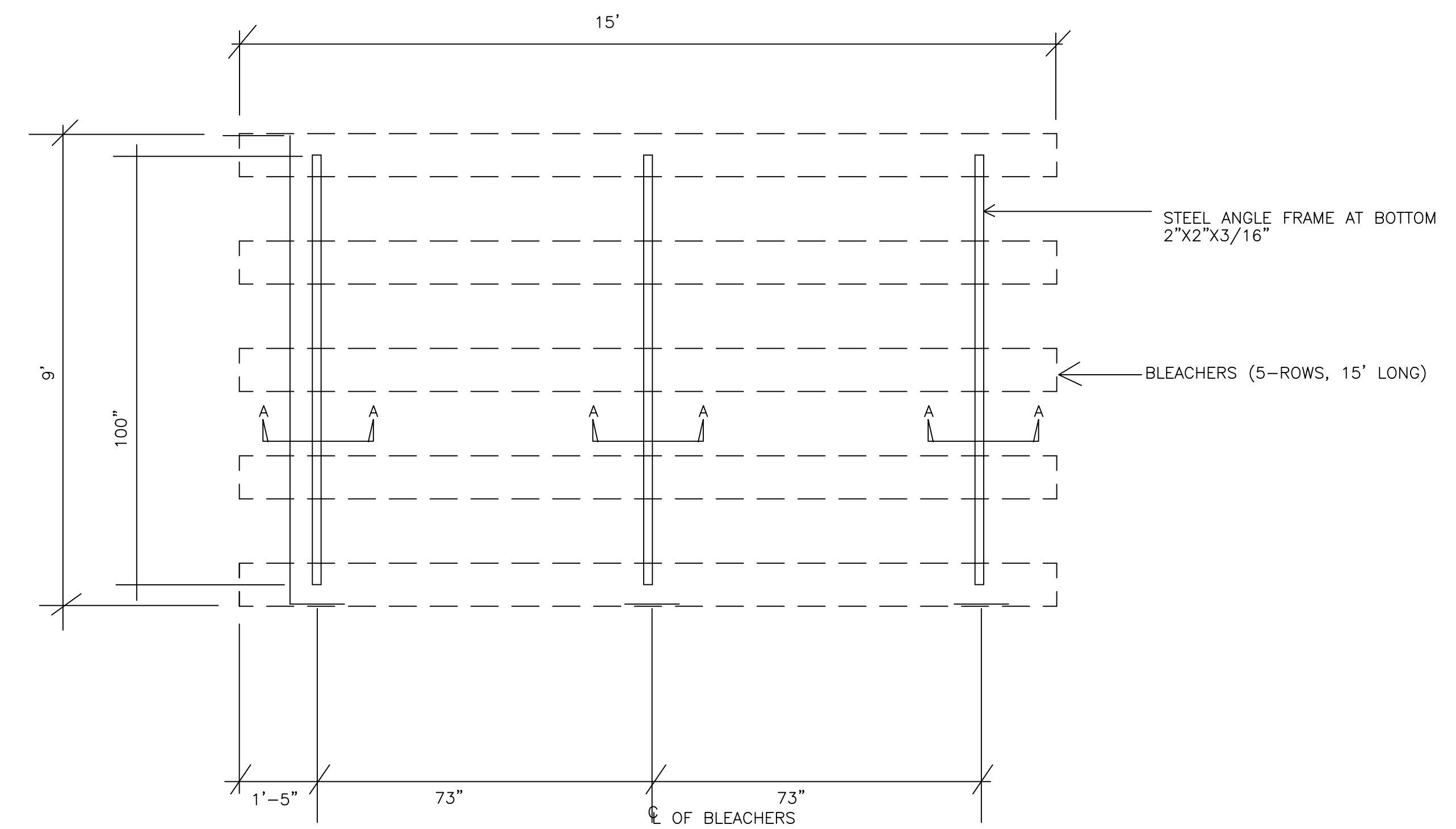
SHEET TITLE:  
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| DATE: 7-26-22     | L3.2              |
| BID DATE          | SHEET 5 OF 14     |
| CONSTRUCTION DATE | PROJECT No. 20.16 |



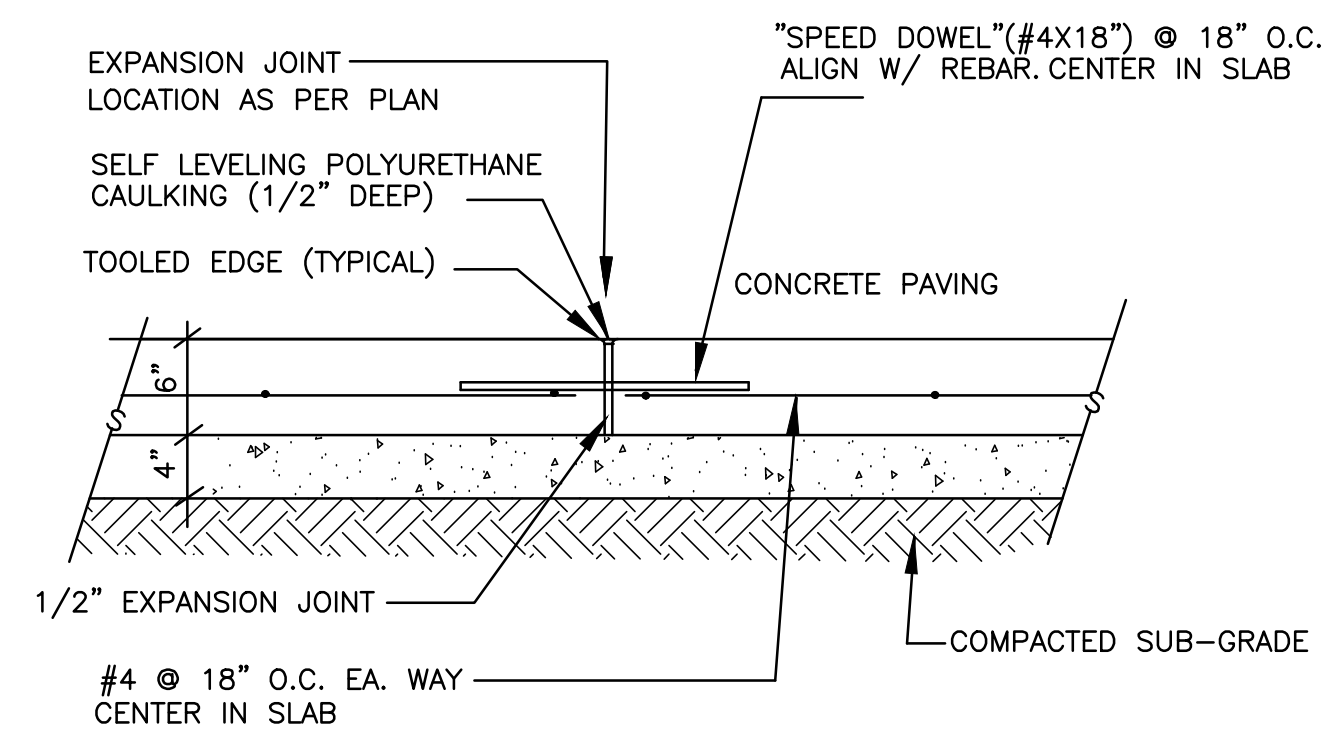
SCALE 1/2"=1'-0"



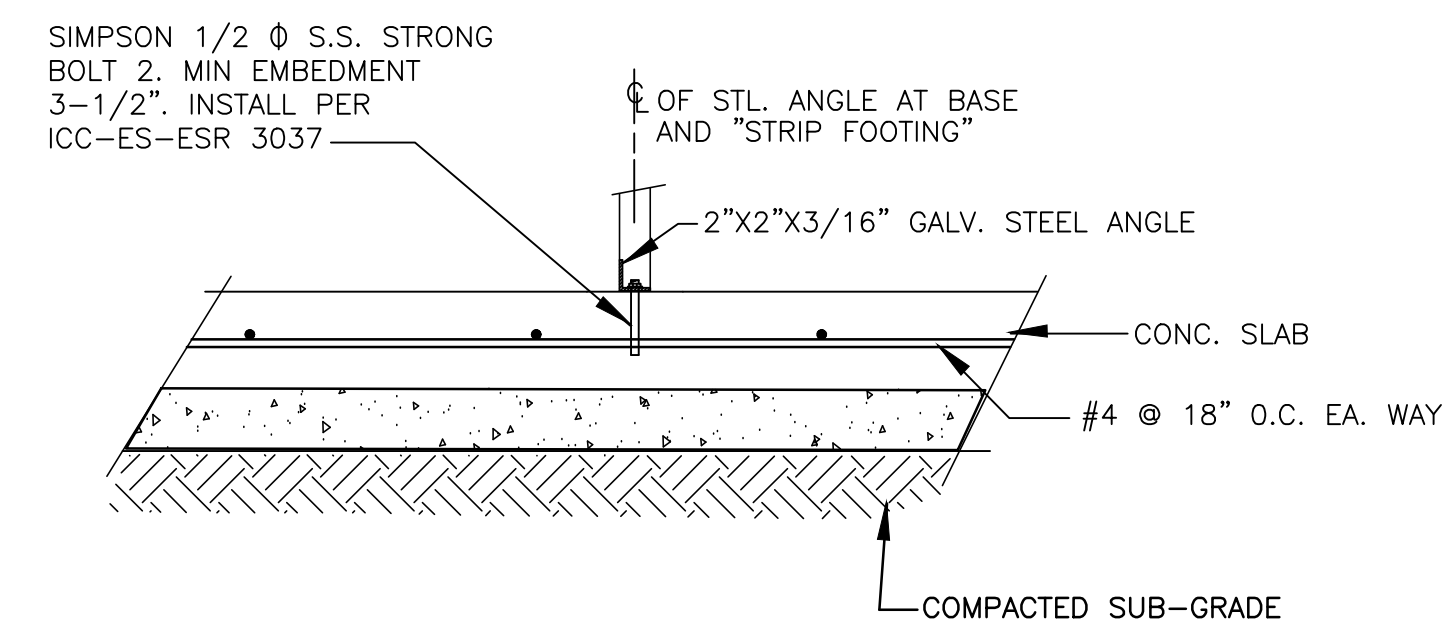
SCALE 1/2"=1'-0"

1 BLEACHER LAYOUT - PLAN VIEW

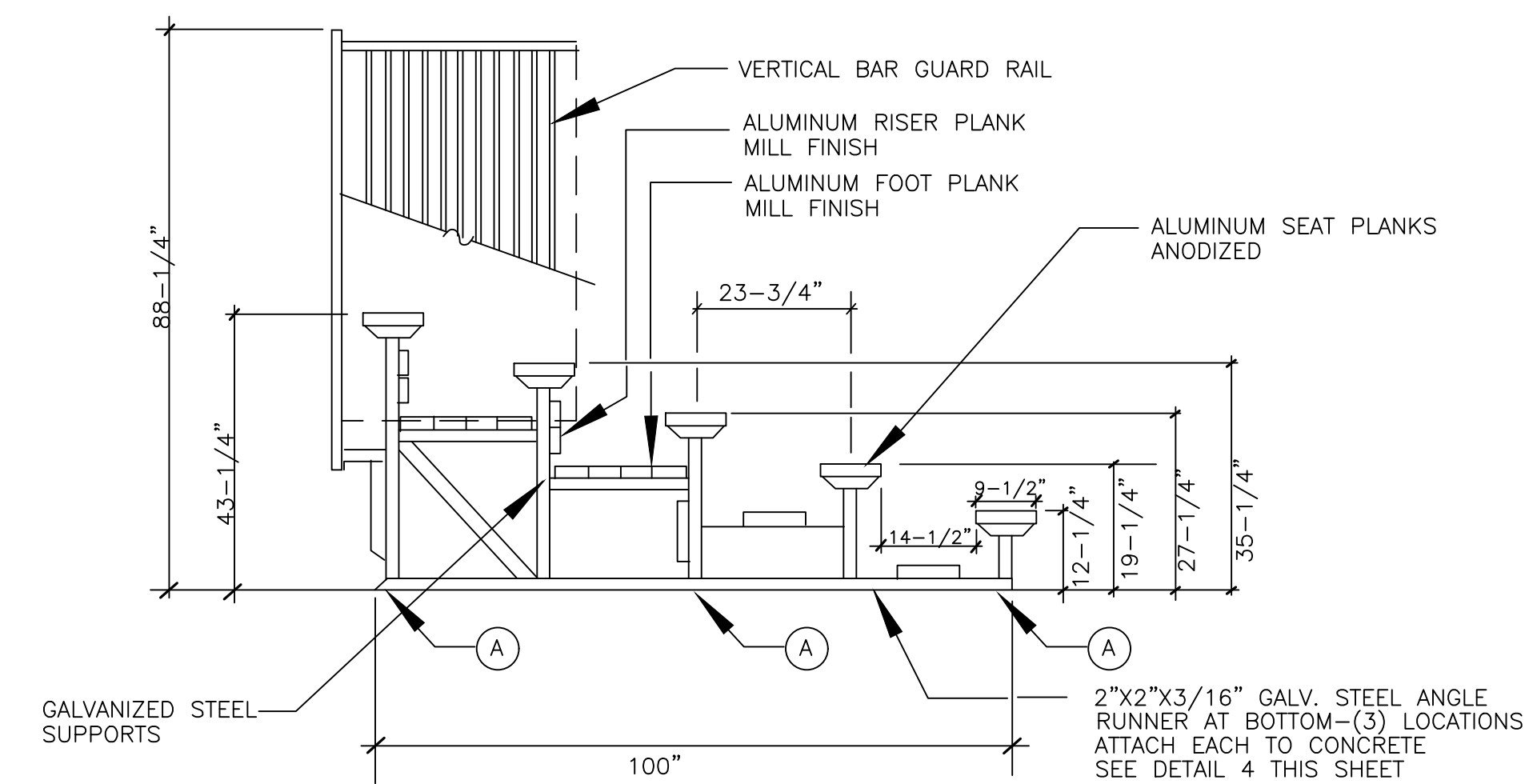
2 BLEACHER FOUNDATION LAYOUT - PLAN VIEW



SCALE 1"=1'-0"



SCALE 1"=1'-0"

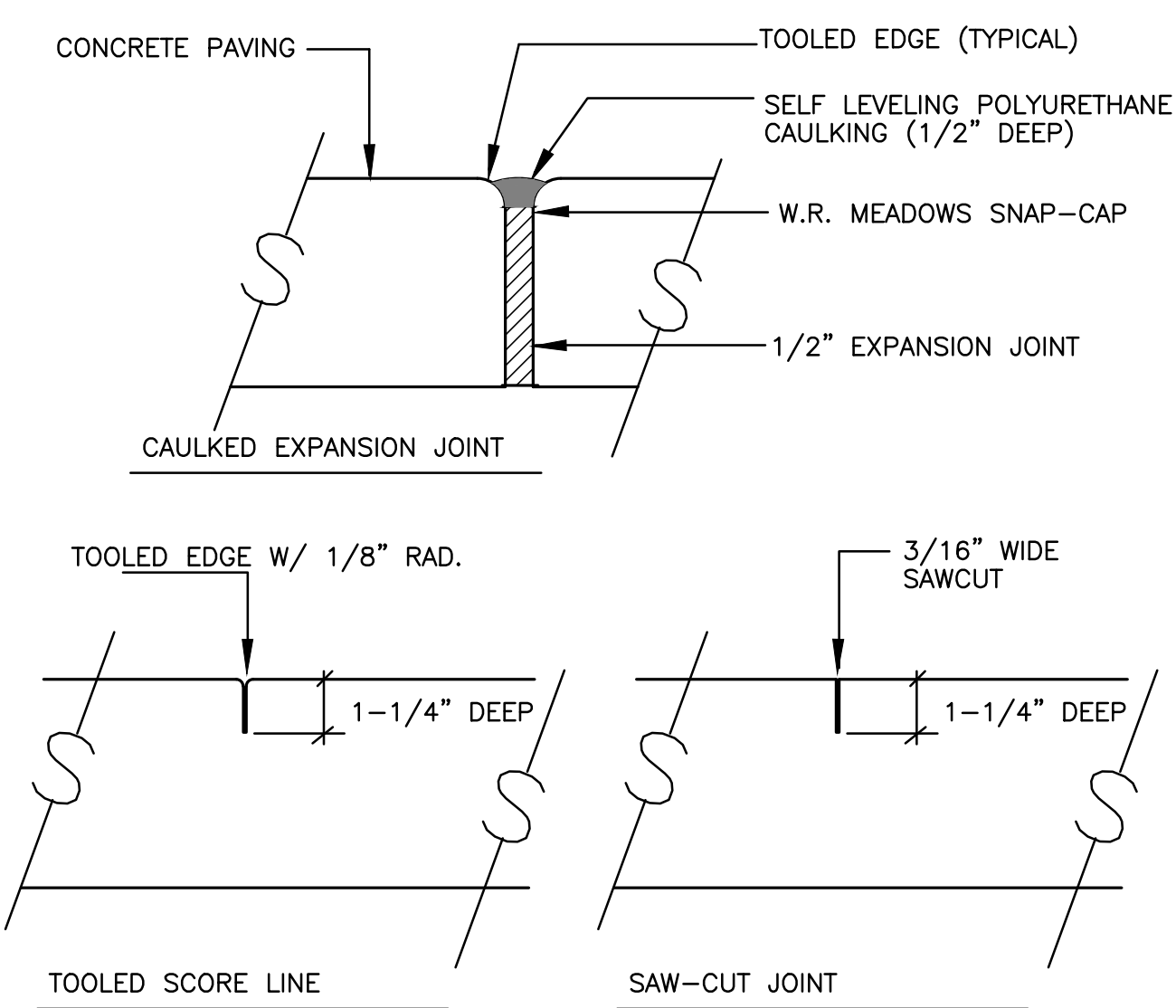


SCALE 1/2"=1'-0"

3 CONCRETE PAVING

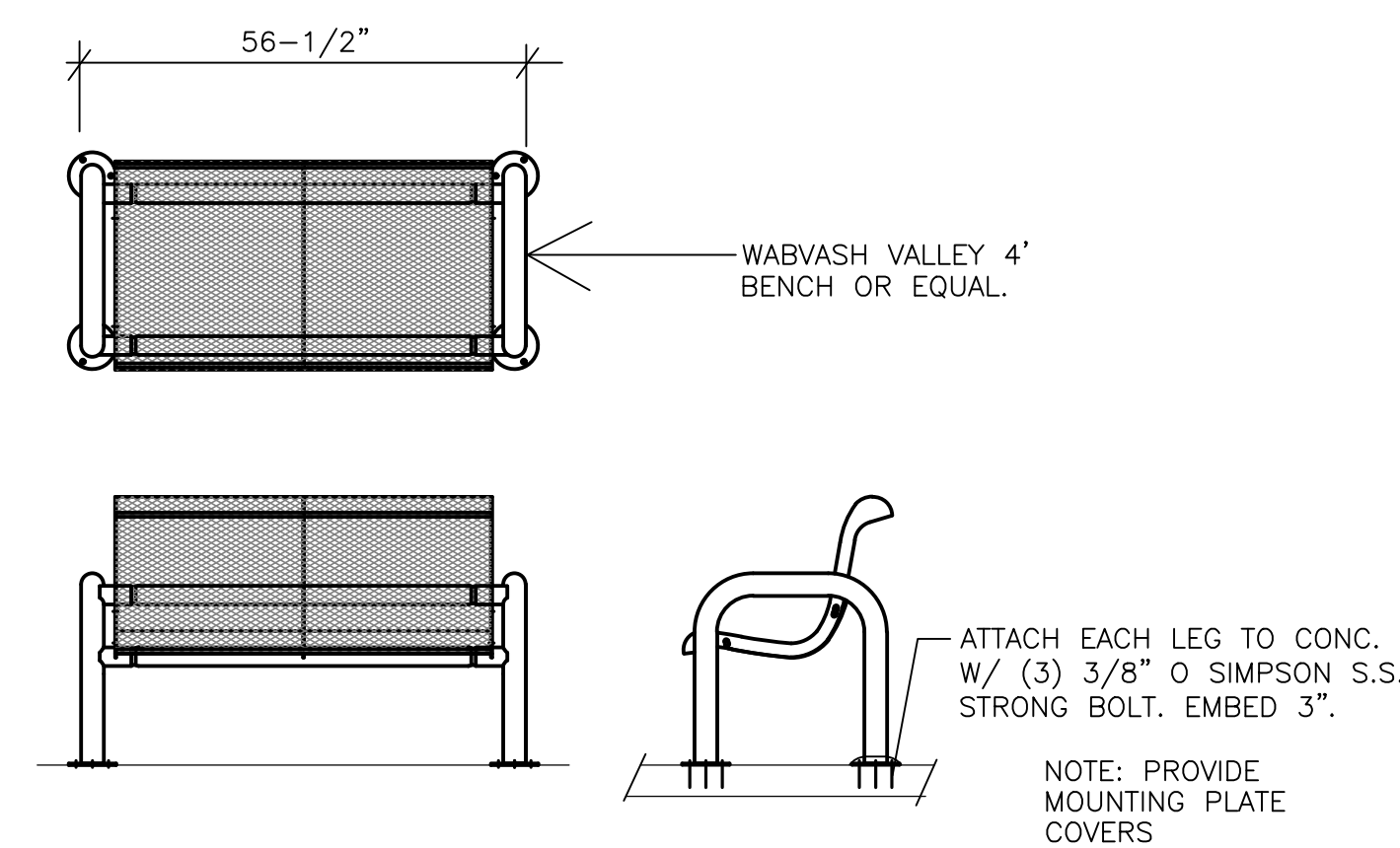
4 BLEACHER ATTACHMENT

5 BLEACHER ELEVATION



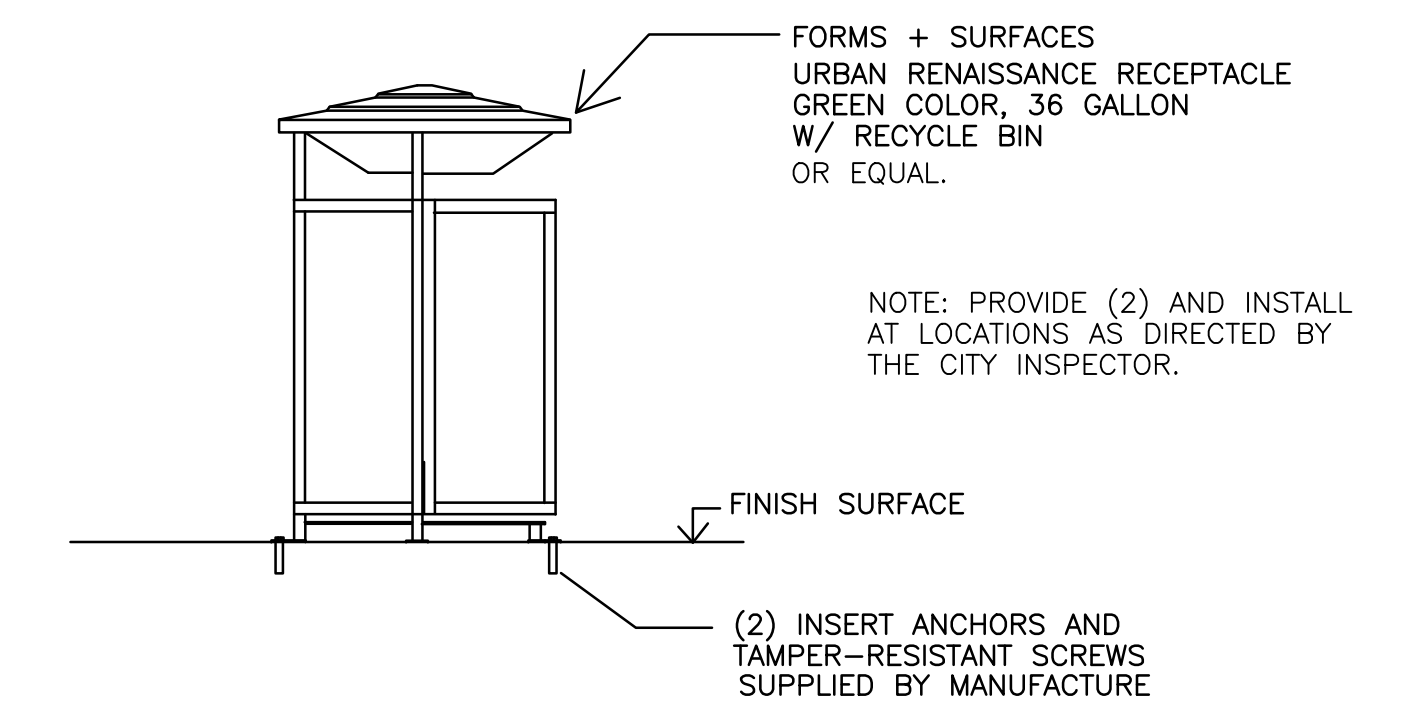
NTS

7 NOT USED



NTS

8 BENCH DETAIL



SCALE 1"=1'-0"

6 CONCRETE JOINTS

9 TRASH RECEPTACLE

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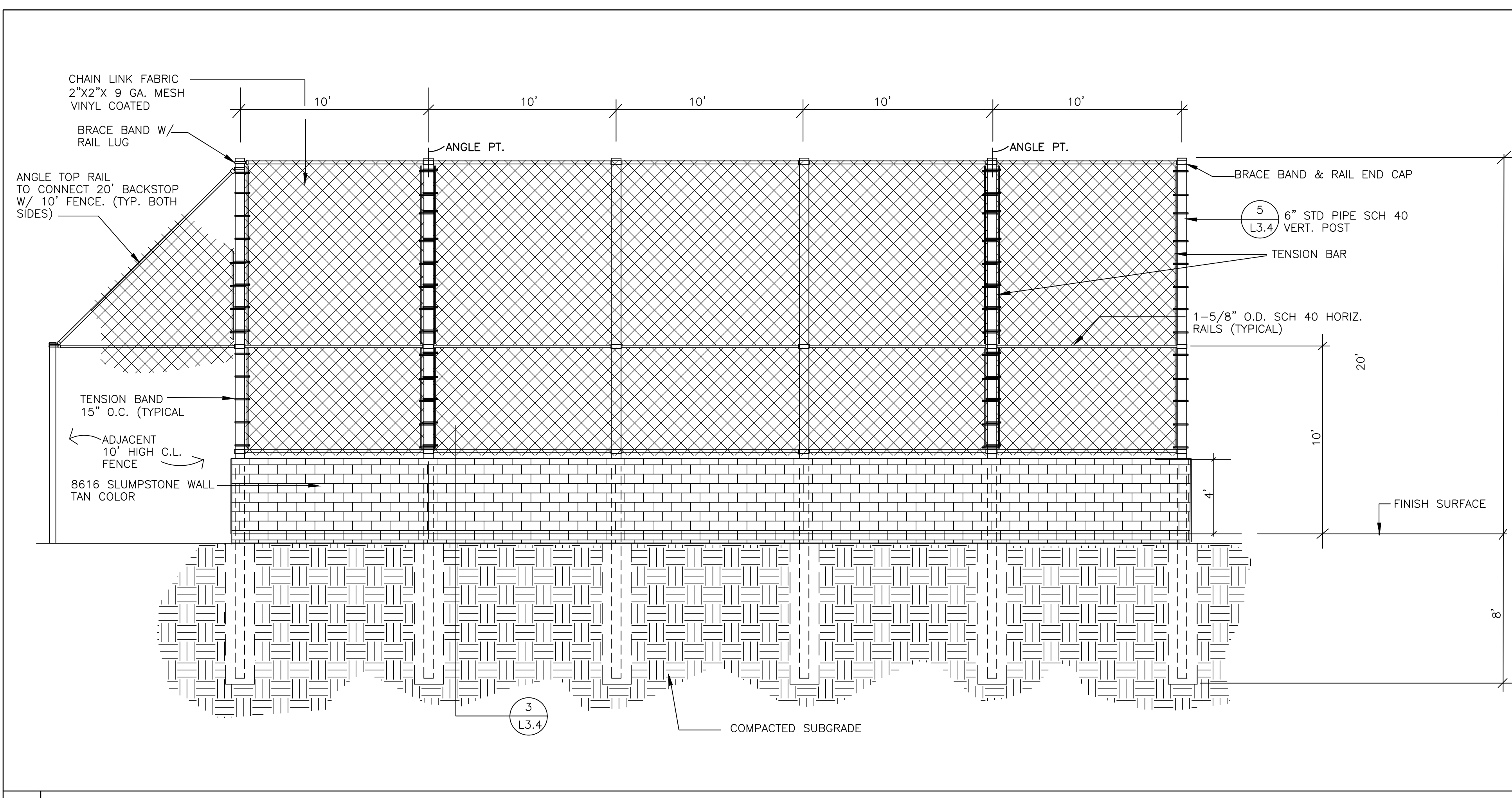
CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
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 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

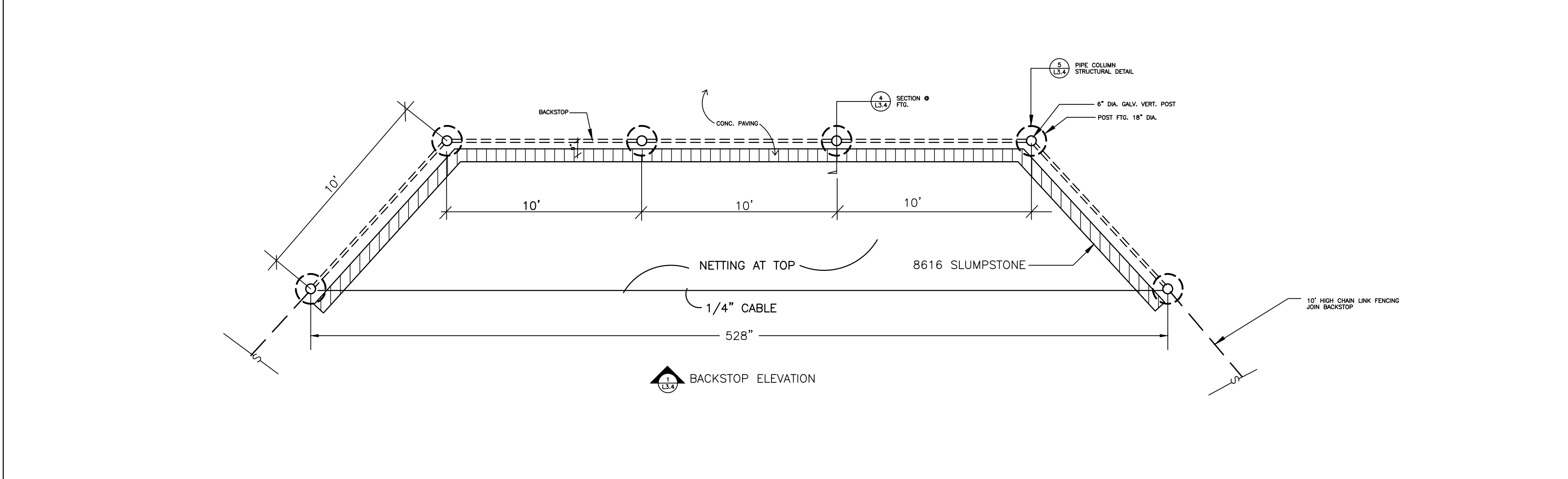
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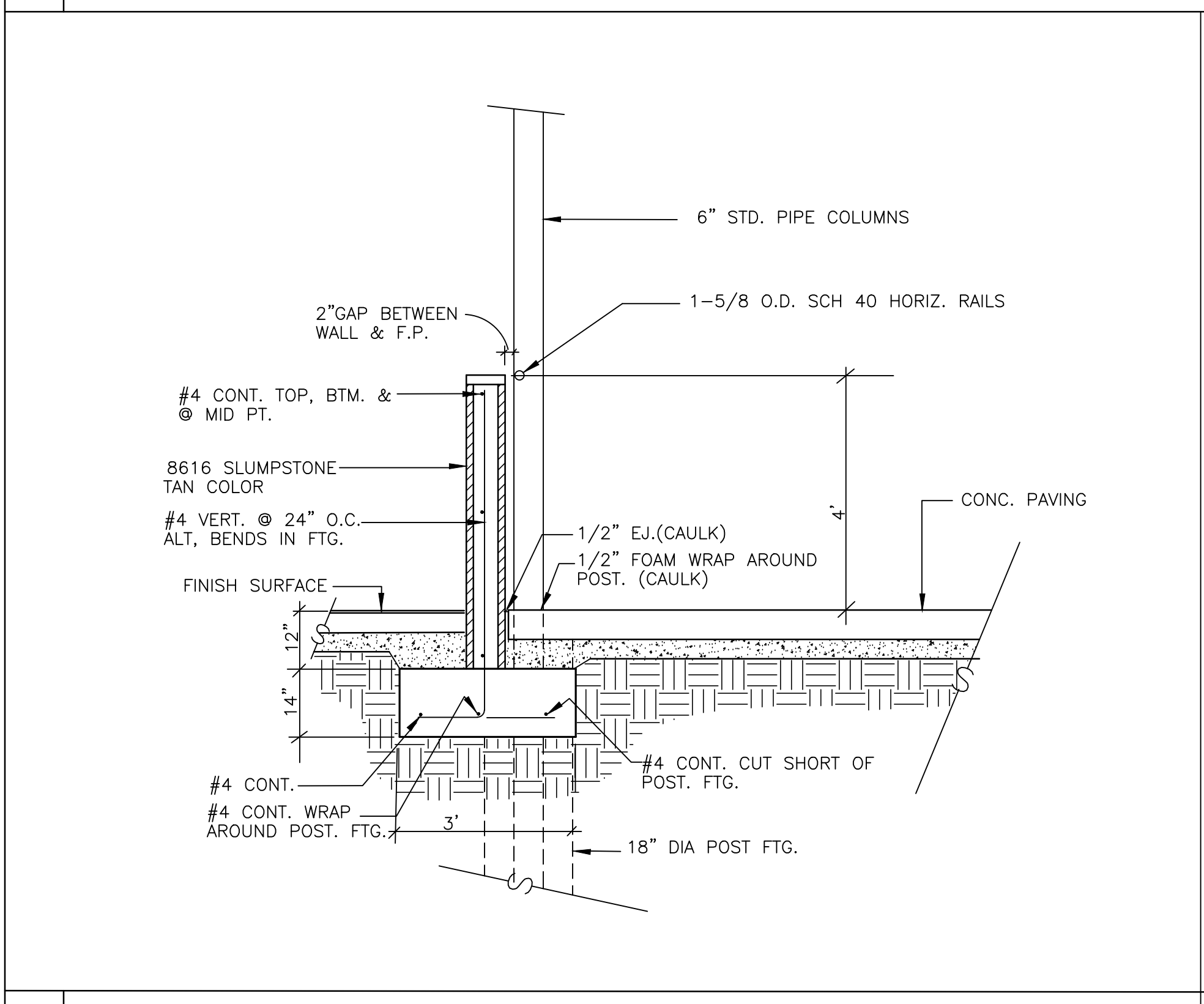
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| BID DATE          | SHEET 6 OF 14     |
| CONSTRUCTION DATE | PROJECT No. 20.16 |



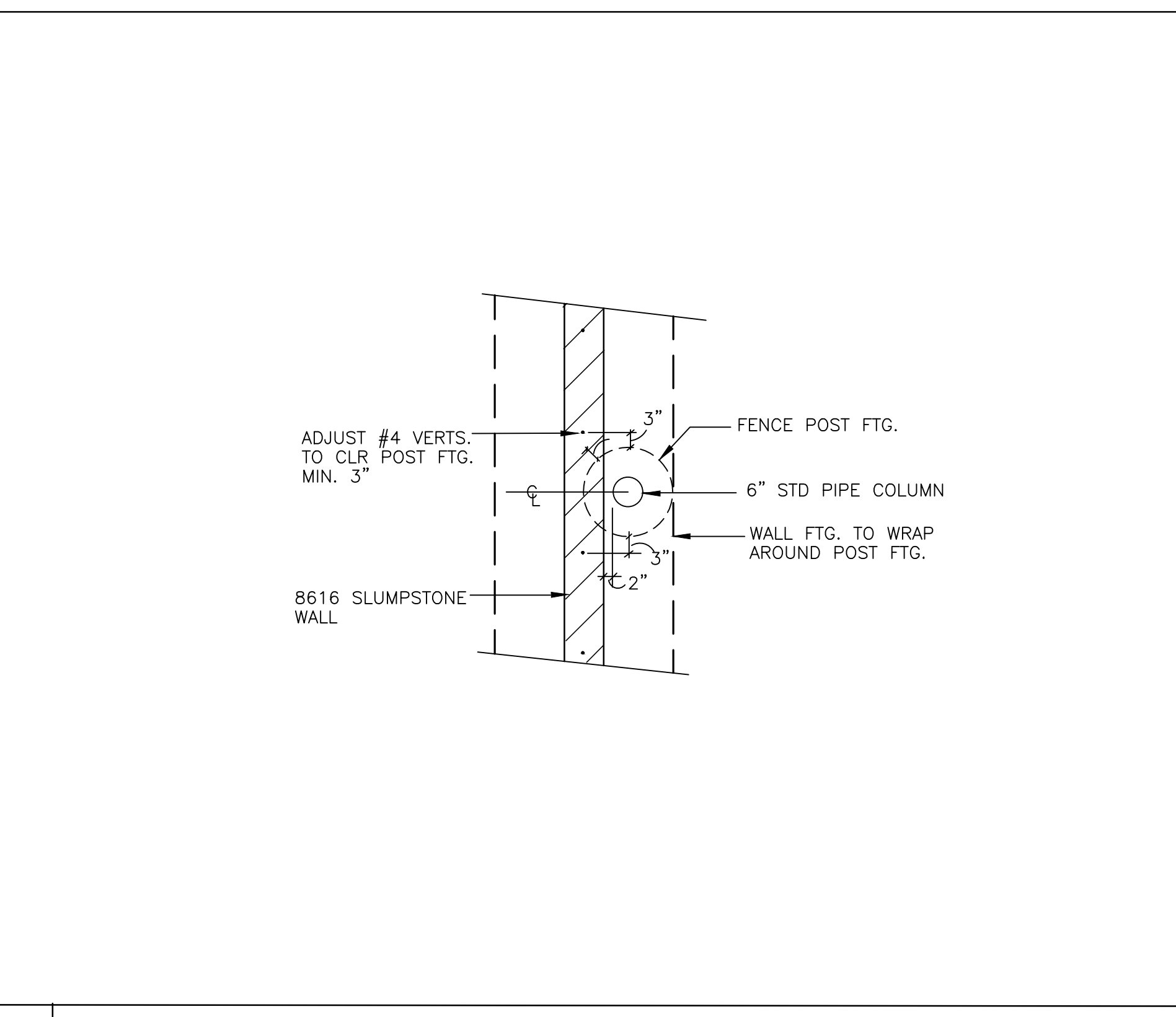
1 BACKSTOP - FRONT ELEVATION SCALE 1/4" = 1'-0"



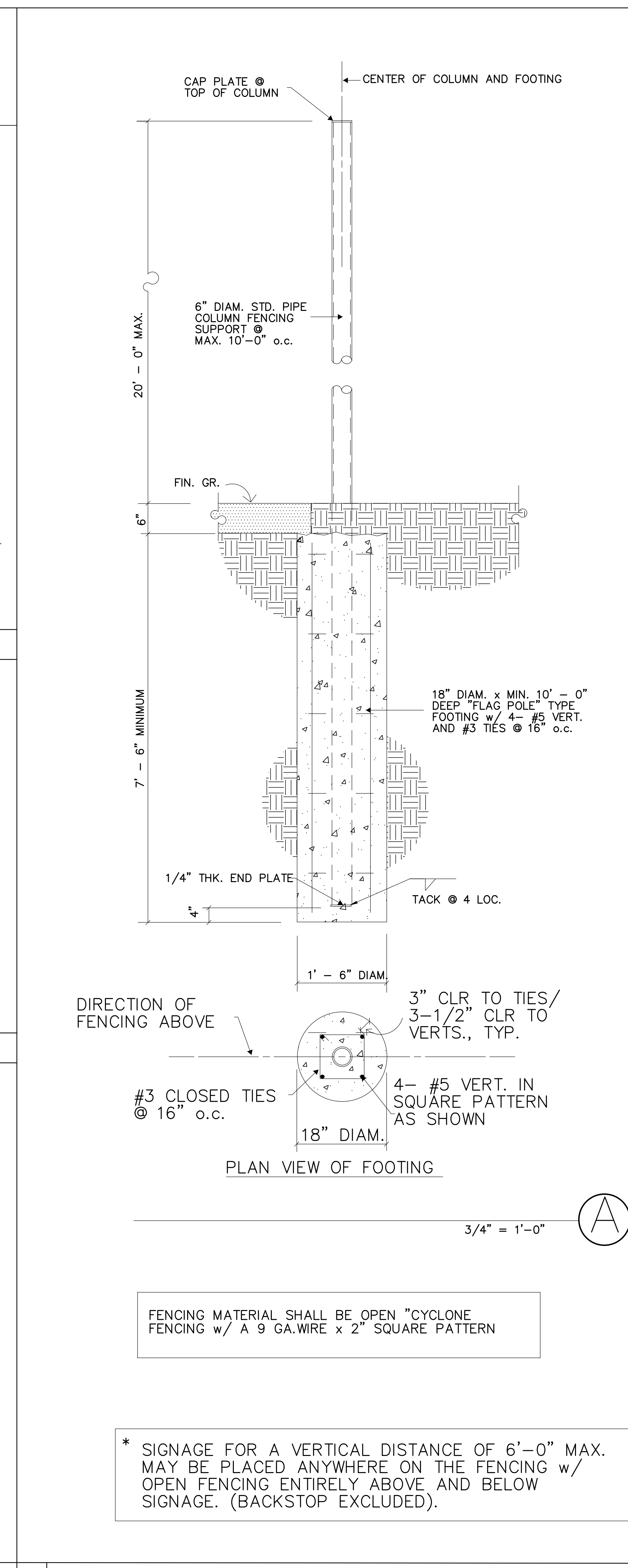
2 BACKSTOP - PLAN VIEW SCALE 1/4" = 1'-0"



3 SLUMPSTONE WALL SCALE 1/2" = 1'-0"



4 SLUMPSTONE WALL POST FTG. CONNECTION SCALE 1/2" = 1'-0"



5 20 FT. HIGH BACKSTOP DETAIL AS NOTED

GENERAL NOTES

GENERAL

- ALL WORK SHALL CONFORM WITH THE 2019 CALIFORNIA BUILDING CODE (CBC) AND ALL LOCAL ORDINANCES.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO STARTING CONSTRUCTION AND BRING TO THE ATTENTION OF THE ARCHITECT AND ENGINEER ANY DISCREPANCIES OR INCONSISTENCIES.
- NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, BORED OR OTHERWISE WEAKENED EXCEPT AS ALLOWED BY THE CALIFORNIA BUILDING CODE OR APPROVED BY THE ARCHITECT OR ENGINEER.
- THE ARCHITECT OR ENGINEER SHALL BE NOTIFIED OF ANY UNUSUAL OR UNFORSEEN CONDITION WHICH AFFECTS THE STRUCTURAL STABILITY OF THE FENCING PRIOR TO CONTINUING WITH CONSTRUCTION. SHOULD ANY CONDITION ARISE WHERE THERE APPEARS TO BE AN ERROR ON THE DRAWINGS OR A DISCREPANCY BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD, THE ARCHITECT OR ENGINEER SHALL BE NOTIFIED PRIOR TO CONTINUING WITH THE WORK.
- IN THE CASE WHERE TWO OR MORE DETAILS APPLYING TO THE SAME PART OF THE WORK ARE IN CONFLICT, THE MOST RESTRICTIVE SHALL GOVERN UNLESS CLARIFIED OR OTHERWISE APPROVED BY THE ENGINEER.
- REVIEW OF SHOP DRAWINGS MEANS REVIEW OF GENERAL METHOD OF FABRICATION ONLY. DIMENSIONS AND QUANTITIES MAY NOT BE CHECKED, AND REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS UNLESS SPECIFICALLY SO INDICATED IN THE REVIEW.
- THE ARCHITECT AND ENGINEER HAS NOT BEEN RETAINED FOR SUPERVISION OR INSPECTION DURING CONSTRUCTION, BUT WILL RESOLVE STRUCTURAL ITEMS BROUGHT TO HIS ATTENTION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND BRACING REQUIRED TO PROTECT PERSONNEL AND ADJACENT PROPERTY DURING CONSTRUCTION. THE CONTRACTOR SHALL ADEQUATELY BRACE ELEMENTS OF THE STRUCTURE DURING CONSTRUCTION TO INSURE THE SAFETY OF THE STRUCTURE.

FOUNDATION

- ALL FOUNDATION WORK SHALL CONFORM WITH THE REQUIREMENTS OF THE SOILS REPORT PREPARED BY: EARTH SYSTEMS PROJECT # 302555-001 DATED APRIL 18, 2022.
- THE SITE SHALL BE PREPARED IN ACCORDANCE WITH ANY RECOMMENDATIONS REQUIRED BY THE SOILS REPORT REFERENCED ABOVE.
- PER THE SOILS REPORT, ALLOWABLE PASSIVE VALUE IS 180 PSF/FT w/ A 1/3 INCREASE FOR WIND/SEISMIC FORCES, (ASD) AND A 2x INCREASE FOR ISOLATED POLES SUCH AS THIS.
- ANY FILL SHALL BE COMPACTED PER THE REQUIREMENTS OF THE SOILS ENGINEER.

CONCRETE

- ALL CONCRETE UNLESS OTHERWISE SHOWN ON THE PLANS SHALL BE HARDROCK CONFORMING TO ASTM C-94 WITH A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF  $F_c = 2,500$  PSI.
- AGGREGATE FOR THE CONCRETE SHALL CONFORM TO ASTM C-33, INCLUDING APPENDIX "X".
- THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS FOR MIXING, PLACING, FINISHING, CURING, AND PROTECTING CONCRETE DURING UNFAVORABLE WEATHER CONDITIONS.
- ALL REINFORCING STEEL SHALL BE NEW STOCK DEFORMED BARS CONFORMING TO ASTM A-615, GRADE 60 EXCEPT #3 BARS MAY BE GRADE 40. ALL WELDED REINFORCING STEEL SHALL BE ASTM-A706. ALL BARS SHALL BE FREE OF RUST, GREASE, MILL SCALE OR ANY OTHER MATERIALS WHICH MIGHT AFFECT ITS BOND TO THE CONCRETE. ALL BAR BENDS SHALL BE MADE COLD.
- PROVIDE 3/4" CHAMFER ON ALL EXPOSED CORNERS.
- FOR THE DETAILS SHOWN ON THESE PLANS, ALL REINFORCING BARS SHALL BE FULL LENGTH WITHOUT SPICES UNLESS APPROVED BY THE ENGINEER.
- REINFORCING BARS SHALL HAVE THE FOLLOWING CONCRETE COVER, (UNLESS NOTED OTHERWISE IN DETAILS):  
 CONCRETE POURED AGAINST EARTH.....3 INCHES  
 CONCRETE BEAMS AND COLUMNS.....2 INCHES  
 CONCRETE SLABS ABOVE GRADE.....1 INCH
- DRYPACK SHALL BE MIXED IN THE PROPORTIONS OF 1 PART PORTLAND CEMENT TO 2-1/2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A STIFF MIX. DRYPACK SHALL BE THOROUGHLY TAMPED INTO PLACE TO ENSURE A DENSE FINISH, FREE OF VOIDS.
- THE SLUMP OF THE CONCRETE SHALL BE THE MINIMUM THAT IS PRACTICABLE. WHEN VIBRATORS ARE USED TO CONSOLIDATE THE CONCRETE, THE SLUMP SHALL NOT EXCEED 4 INCHES, OTHERWISE THE SLUMP SHALL NOT EXCEED 6 INCHES.
- ALL CONCRETE SHALL BE ADEQUATELY CONSOLIDATED DURING PLACEMENT AND ALL REINFORCING STEEL AND EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE TO PREVENT DISPLACEMENT DURING CONCRETE PLACEMENT.
- EXCEPT WHERE INDICATED OTHERWISE, ALL REINFORCING STEEL SHALL BE BENT AND PLACED IN ACCORDANCE WITH THE "CODE OF STANDARD PRACTICE AND THE SPECIFICATIONS FOR PLACING REINFORCING STEEL" OF THE CONCRETE REINFORCING STEEL INSTITUTE.

STRUCTURAL STEEL

- ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 EXCEPT FOR PIPE SECTIONS- SEE NOTE "2" BELOW FOR PIPES.
- STEEL PIPE SHALL CONFORM TO ASTM A-53, GRADE "B", (Fy=36 KSI).
- ALL WELDING SHALL BE PERFORMED WITH E70XX ELECTRODES CONFORMING TO AWS D1.1, LATEST EDITION, PROVIDE BACKING PLATES AS REQUIRED FOR FULL PENETRATION WELDS.
- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS BY THE A.I.S.C., LATEST EDITION.
- ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS IN THE SHOP OF A FABRICATOR OR APPROVED BY THE LOCAL BUILDING DEPARTMENT FOR WELDING IN THE SHOP. FOR SHOPS NOT APPROVED, WELDING SHALL BE CONTINUOUSLY INSPECTED BY A LICENSED DEPUTY INSPECTOR PER SECTION 1704.2, OF THE CBC.
- CONTINUOUS INSPECTION BY A LICENSED DEPUTY INSPECTOR IS REQUIRED FOR ALL FIELD WELDING PER SEC. 1704.3 OF THE CBC, EXCEPT MINOR ITEMS WHEN APPROVED BY THE ENGINEER AND BUILDING INSPECTOR.
- ALL STEEL SHAPES SHALL BE HOT DIPPED GALVANIZED PER ASTM 123A/123M-09 EXCEPT FOR UNEXPOSED MEMBERS AS INDICATED IN DETAILS.
- BOLT HOLES SHALL BE 1/16 INCH LARGER THAN BOLT DIAMETER UNLESS SLOTTED HOLES ARE INDICATED IN DETAILS. BOLT HOLES SHALL BE PUNCHED OR DRILLED, BURNED HOLES ARE NOT PERMITTED.
- BOLT HEADS OR NUTS BEARING ON SLOPING SURFACES SHALL BE EQUIPPED WITH BEVELED WASHERS.
- MACHINE BOLTS SHALL CONFORM TO ASTM A-307 AND ANCHOR BOLTS TO ASTM A 1554 UNLESS OTHERWISE NOTED ON PLANS.

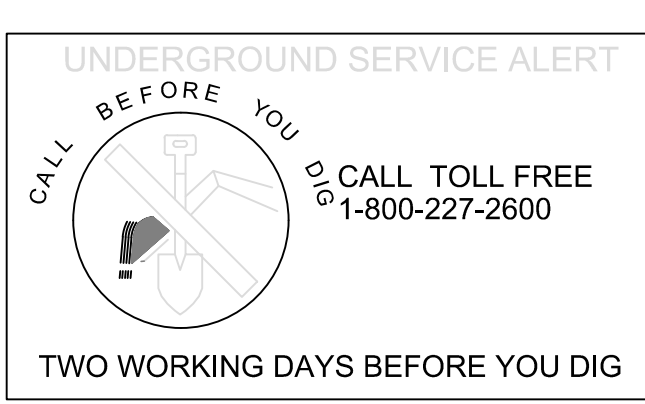
DIRECTION OF FENCING ABOVE  
 3" CLR TO TIES/  
 3-1/2" CLR TO VERTS., TYP.

#3 CLOSED TIES @ 16" o.c.  
 4- #5 VERT. IN SQUARE PATTERN AS SHOWN  
 18" DIAM.

PLAN VIEW OF FOOTING

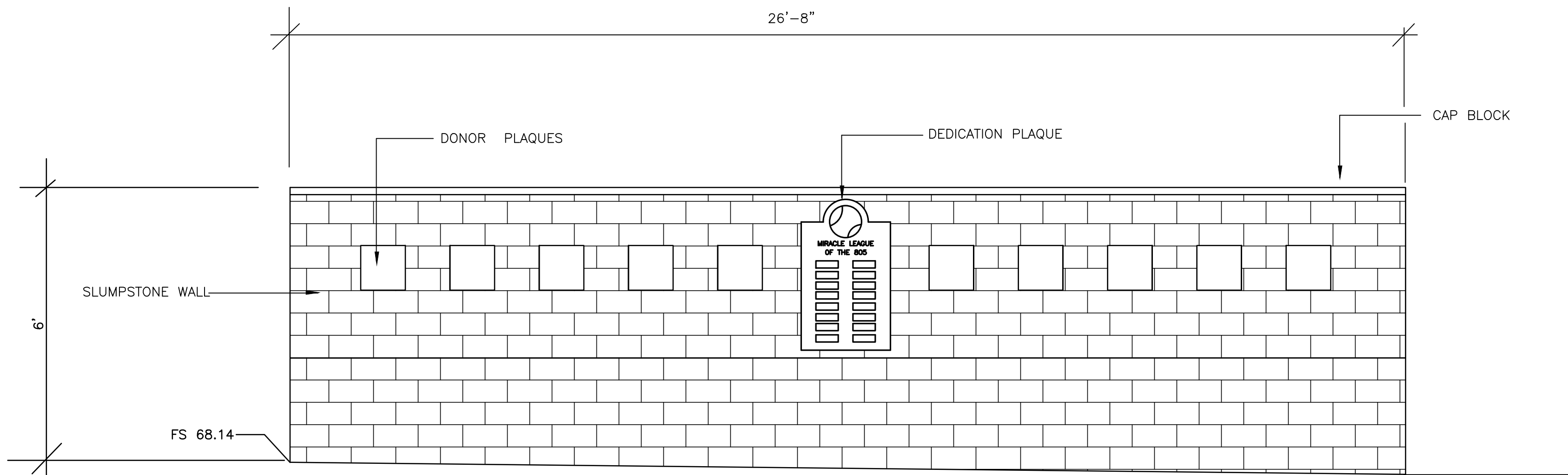
FENCING MATERIAL SHALL BE OPEN "CYCLONE FENCING w/ A 9 GA. WIRE x 2" SQUARE PATTERN

\* SIGNAGE FOR A VERTICAL DISTANCE OF 6'-0" MAX. MAY BE PLACED ANYWHERE ON THE FENCING w/ OPEN FENCING ENTIRELY ABOVE AND BELOW SIGNAGE. (BACKSTOP EXCLUDED).

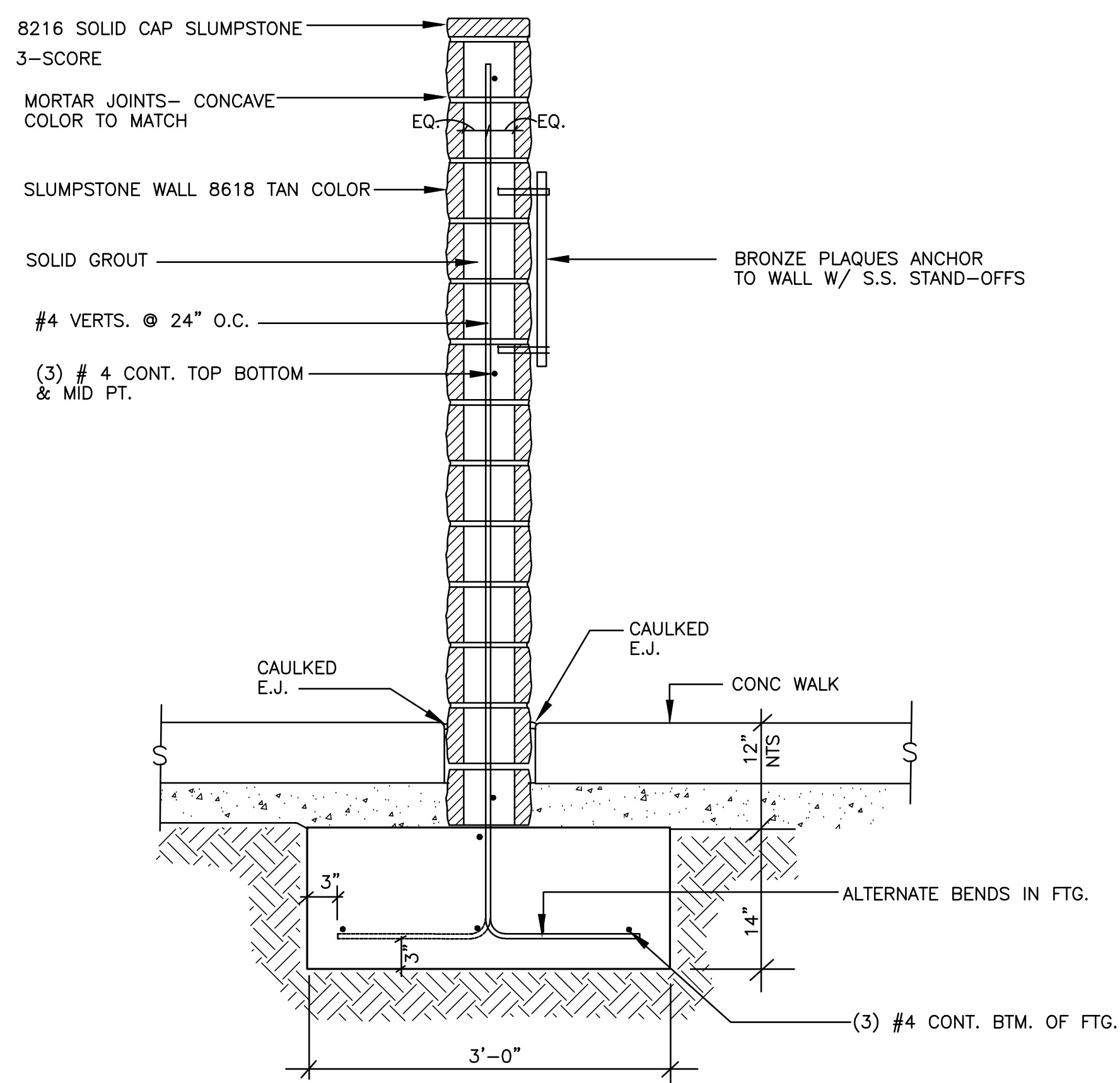


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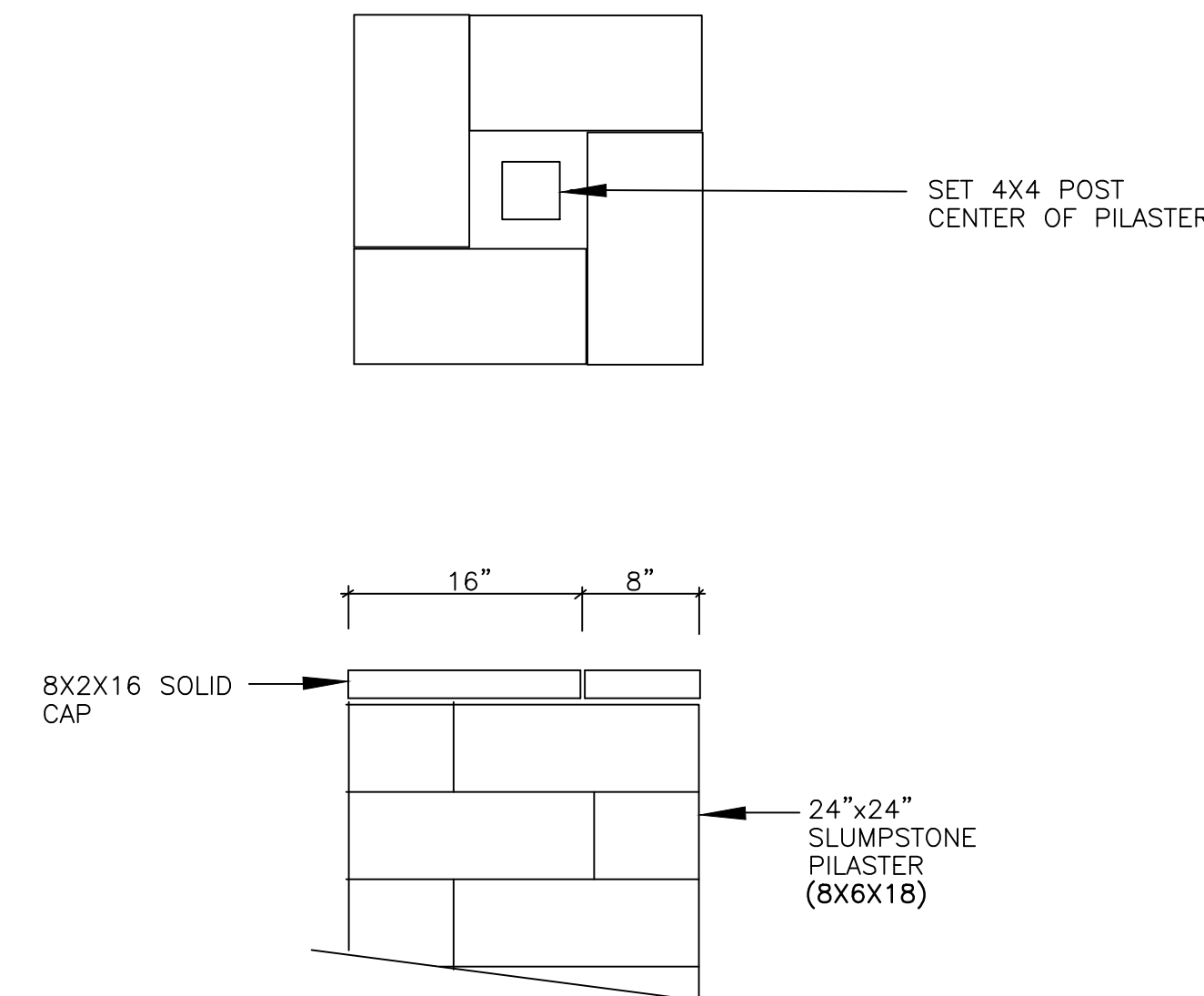
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|--|---|--|---|--|---|---|---|
|  | <b>REVISIONS</b><br>NO. DATE BY DESCRIPTION | <b>CLIENT</b><br><b>MIRACLE LEAGUE OF THE 805</b><br>2310 PONDEROSA DRIVE<br>SUITE 21<br>CAMARILLO, CALIFORNIA 93010 | <b>PROJECT:</b><br><b>MIRACLE LEAGUE BASEBALL FIELD</b><br>FREEDOM PARK<br>CAMARILLO, CA. | <b>SHEET TITLE:</b><br><b>CONSTRUCTION DETAILS</b> | <b>JORDAN, GILBERT &amp; BAIN</b><br>LANDSCAPE ARCHITECTS, INC.<br>459 NORTH VENTURA AVE., VENTURA CA 93001<br>(805) 642-3641 FAX (805) 653-7874<br><small>Jordan, Gilbert &amp; Bain Landscape Architects, Inc. © 2018</small> | <b>DRAWN:</b> PU<br><b>DATE:</b> 7-26-22<br><b>BID DATE:</b><br><b>CONSTRUCTION DATE:</b> | <b>DRAWING</b><br><b>L3.4</b><br>SHEET 7 OF 14<br>PROJECT No. 20.16 |
|  | <p>AS NOTED</p>                             |  |   |  |   |   |   |



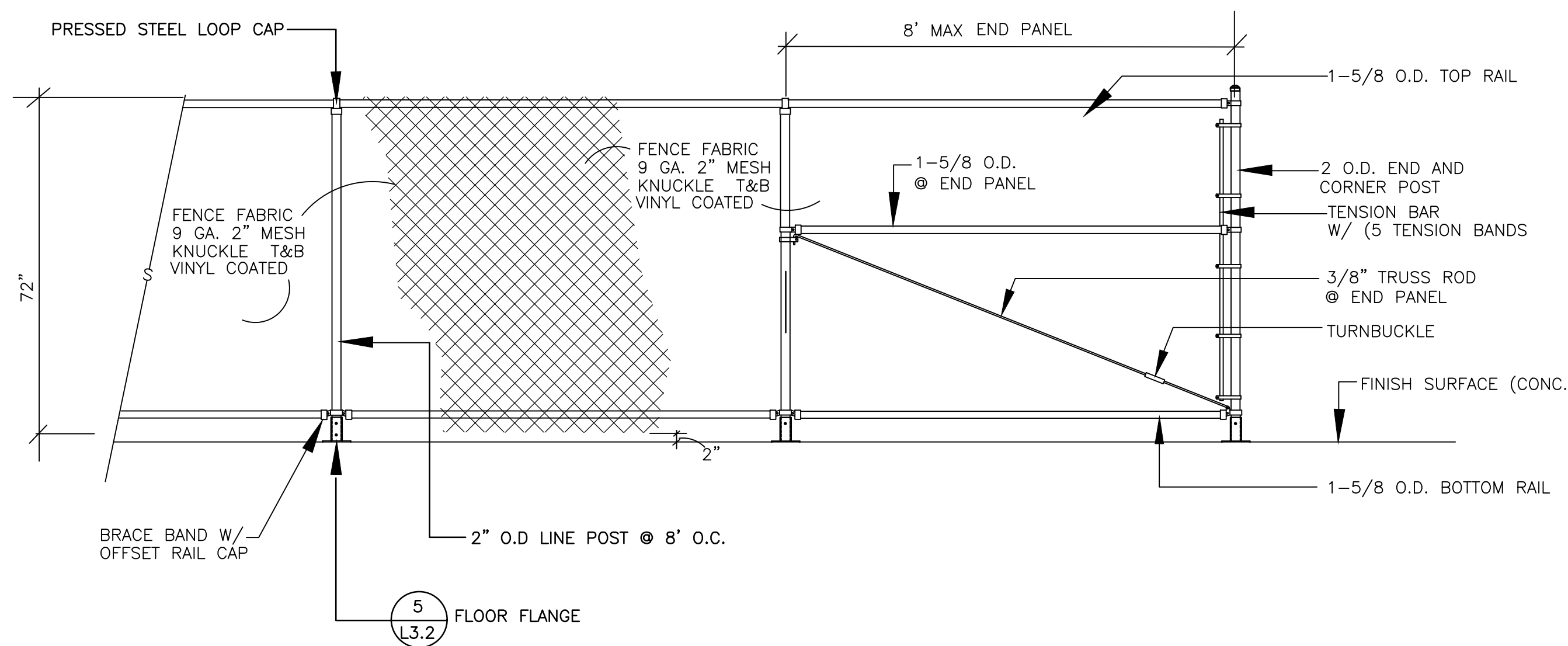
1 SLUMPSTONE WALL ELEVATION (DONOR WALL) SCALE 1/2" = 1'-0"



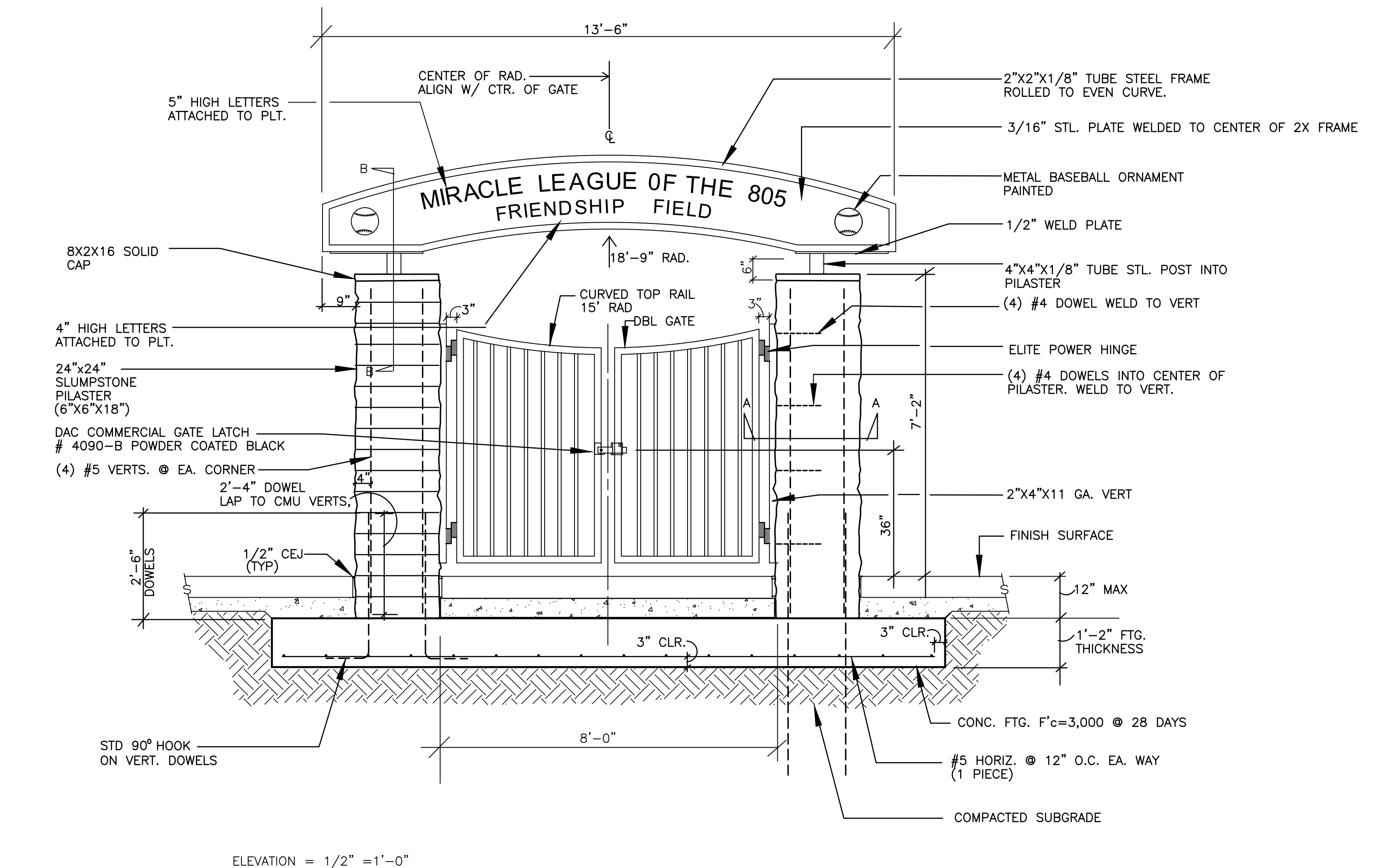
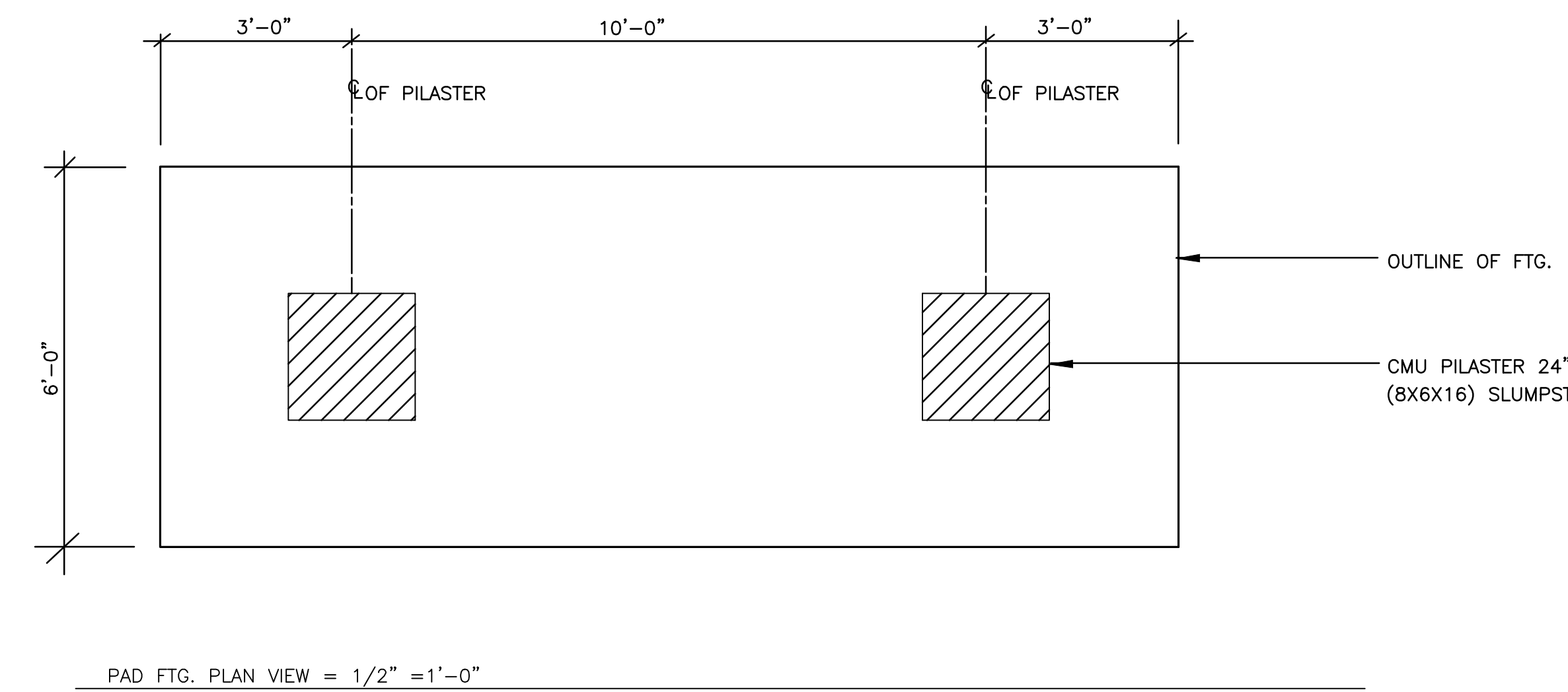
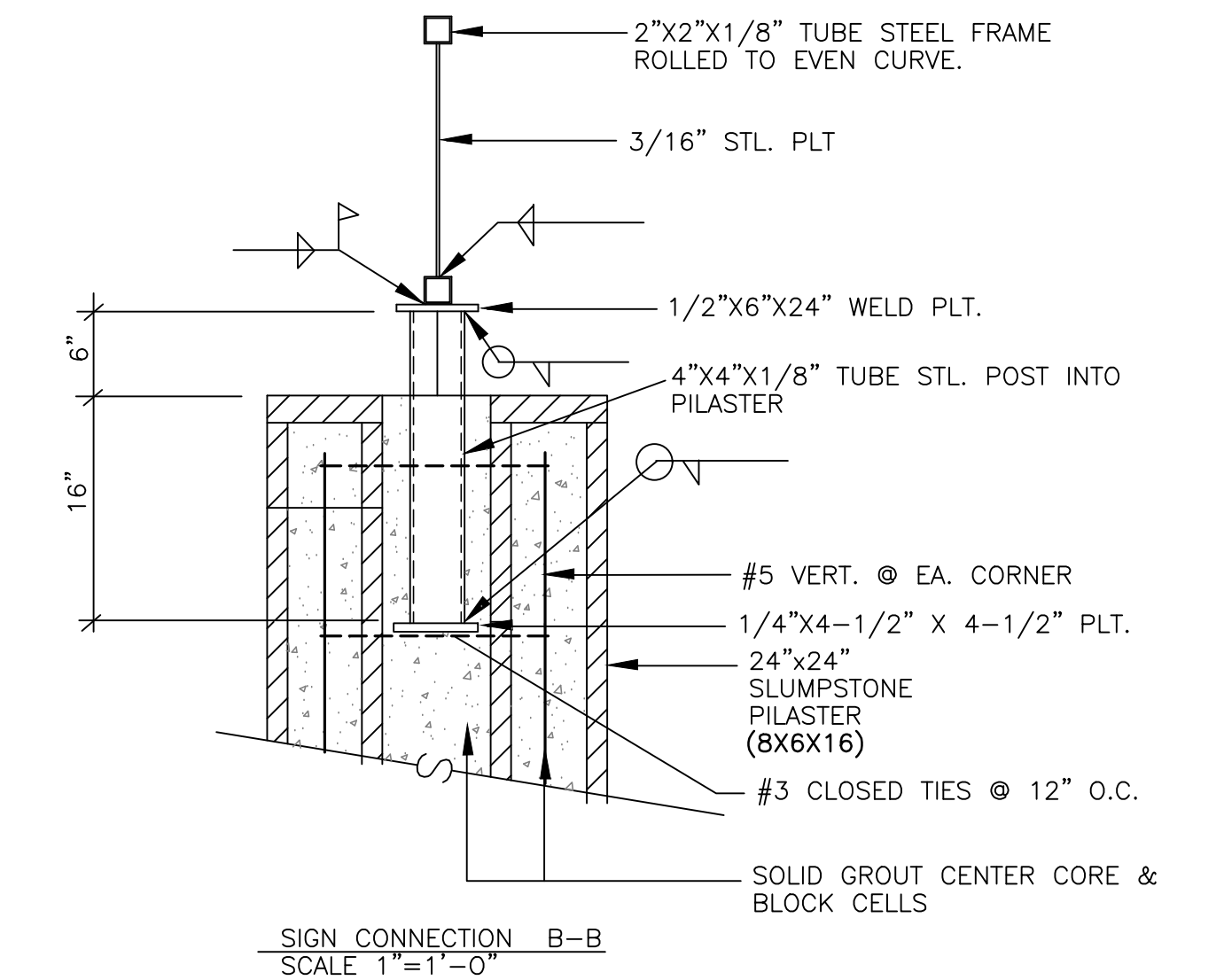
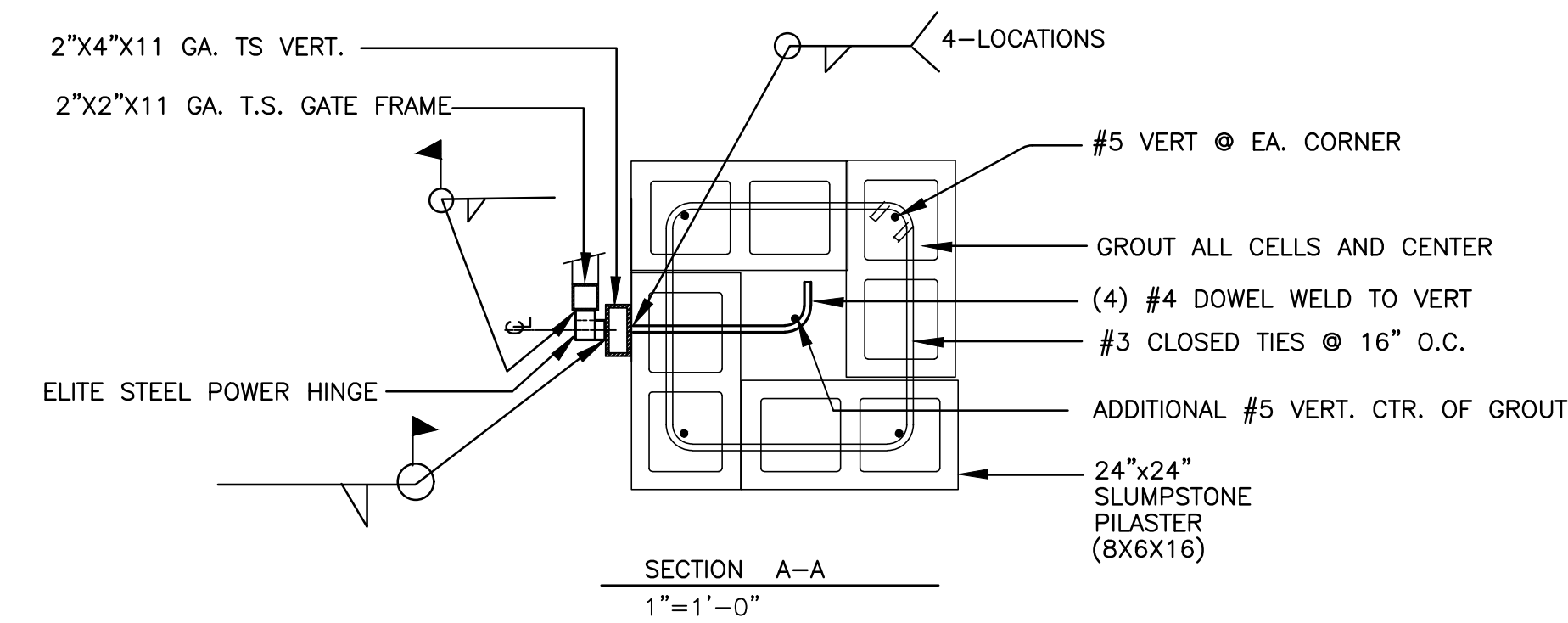
2 SLUMPSTONE WALL DETAIL SCALE 1" = 1'-0"



3 PILASTER TOP VIEW SCALE 1" = 1'-0"

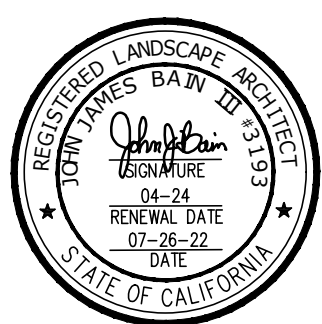


4 6 FT. HIGH VINYL COATED FENCE ON CONC SLAB SCALE 1/2" = 1'-0"



5 ENTRY GATE SCALE AS NOTED

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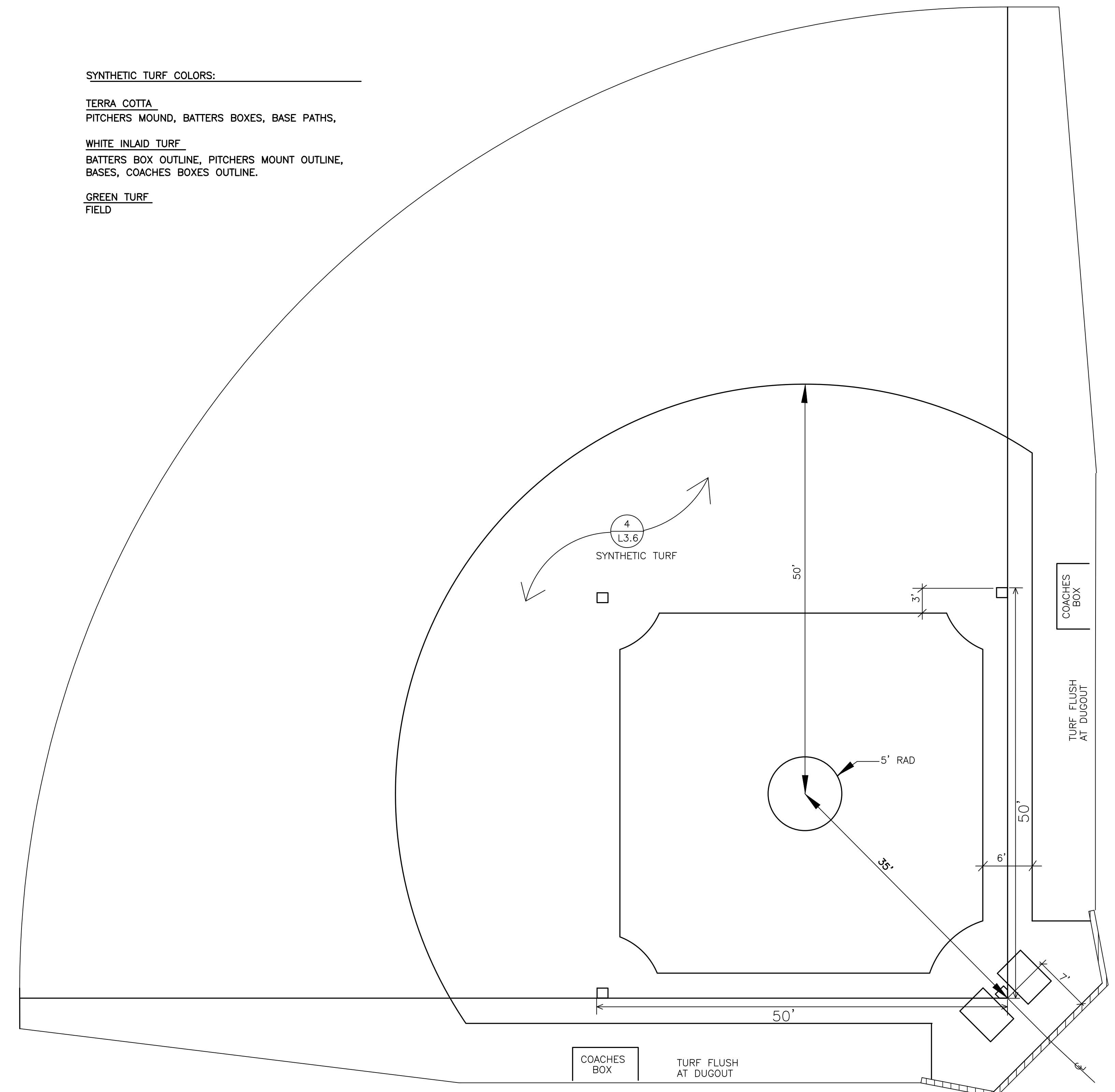
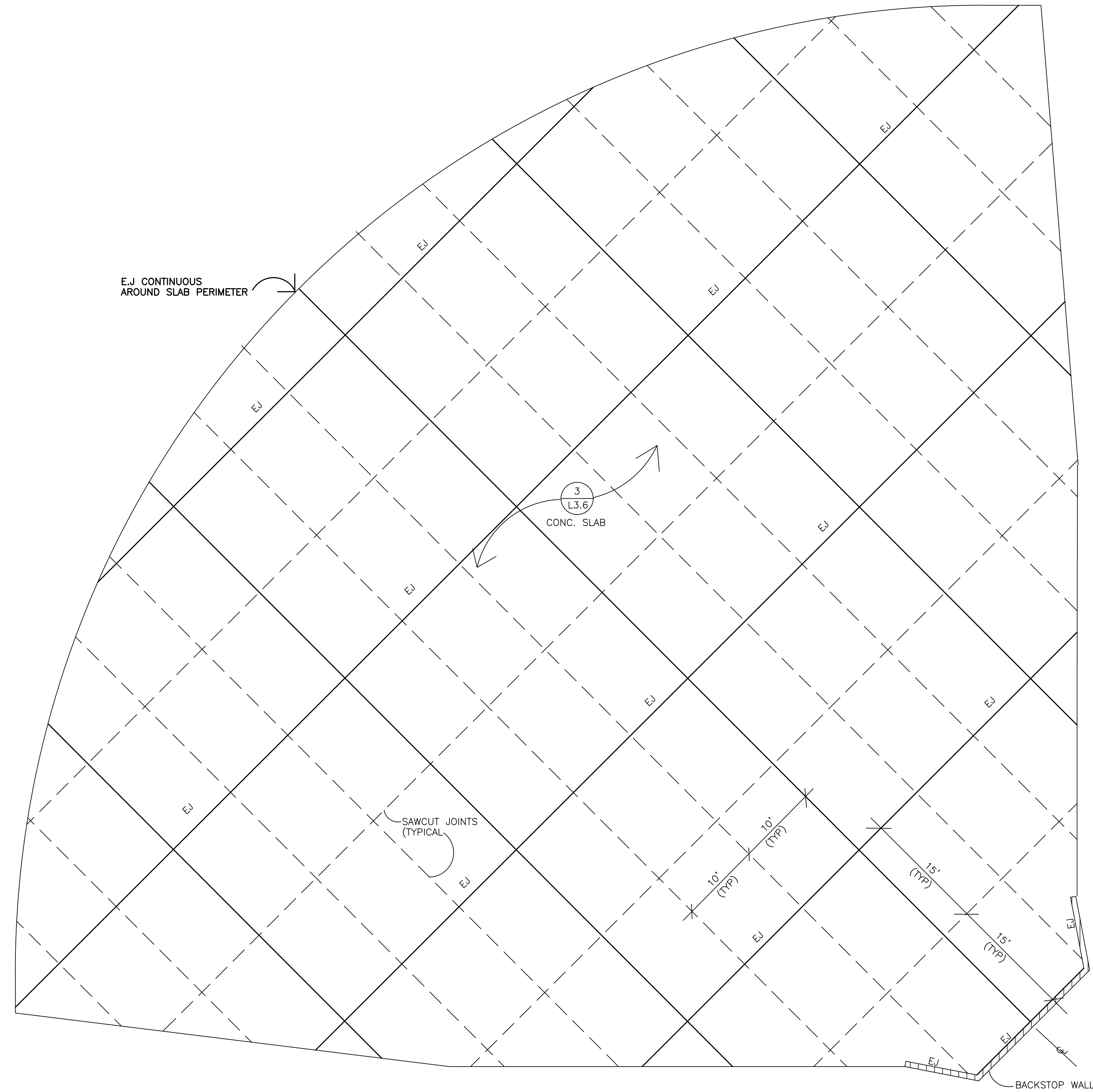
CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

SHEET TITLE:  
**CONSTRUCTION DETAILS**

**JORDAN, GILBERT & BAIN**  
 LANDSCAPE ARCHITECTS, INC.  
 459 NORTH VENTURA AVE., VENTURA CA 93001  
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|                          |                   |
|--------------------------|-------------------|
| DRAWN: PJ                | DRAWING           |
| DATE: 7-26-22            | <b>L3.5</b>       |
| BID: _____               | SHEET 8 OF 14     |
| DATE: _____              | PROJECT No. 20.16 |
| CONSTRUCTION DATE: _____ |                   |



SYNTHETIC TURF COLORS: \_\_\_\_\_

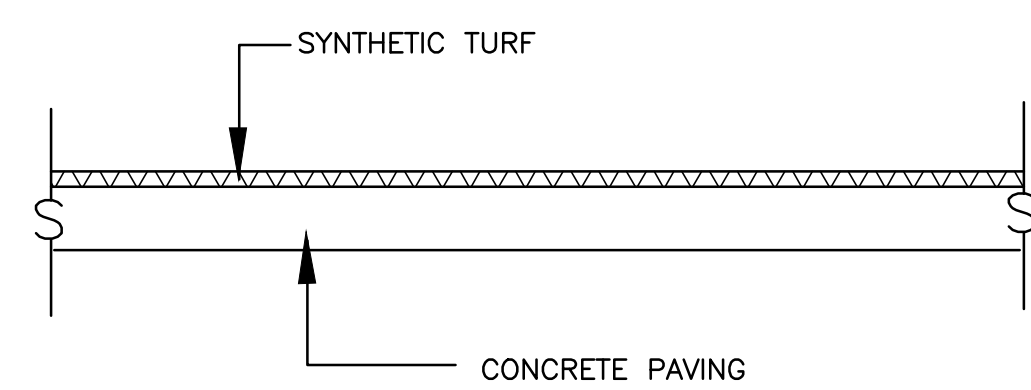
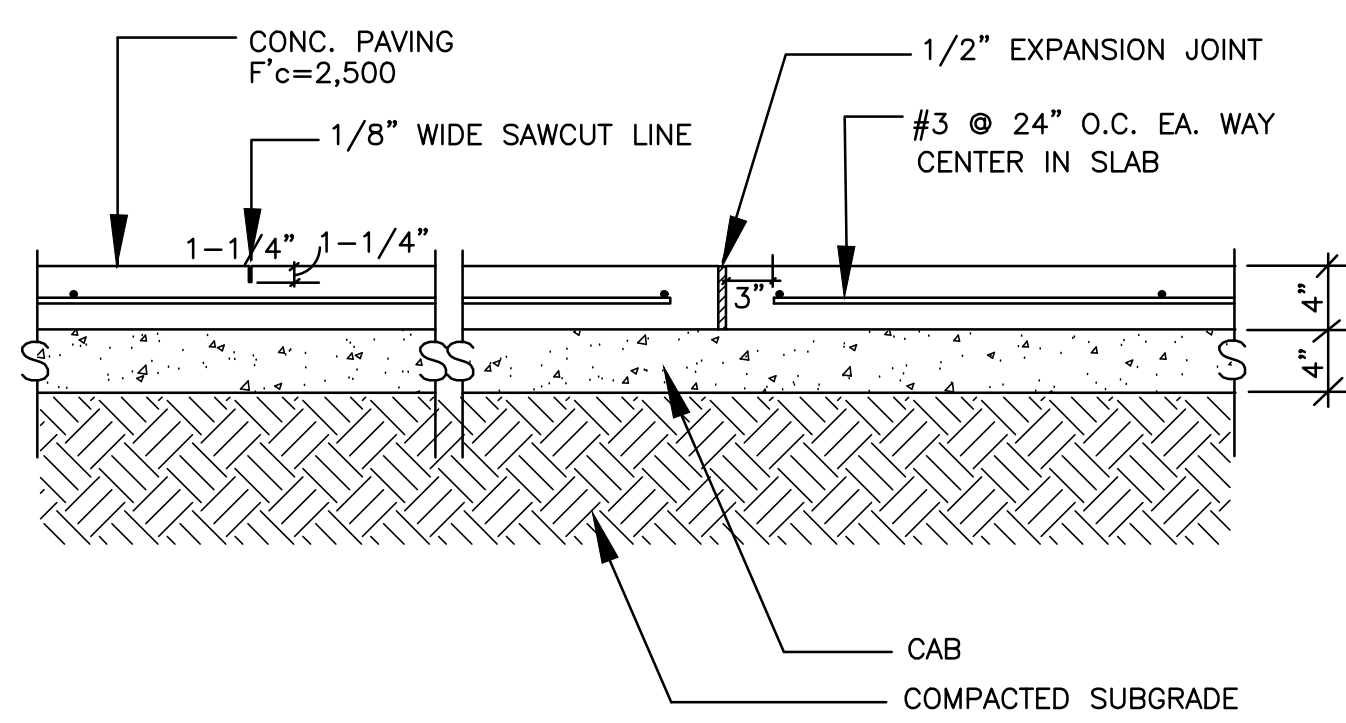
**TERRA COTTA**  
PITCHERS MOUND, BATTERS BOXES, BASE PATHS,

**WHITE INLAID TURF**  
BATTERS BOX OUTLINE, PITCHERS MOUNT OUTLINE, BASES, COACHES BOXES OUTLINE.

**GREEN TURF**  
FIELD

1 FIELD SLAB LAYOUT SCALE 1/8"=1'-0"

2 SYNTHETIC TURF LAYOUT SCALE 1/8"=1'-0"



3 FIELD SLAB SECTION SCALE 1" = 1'-0"

4 SYNTHETIC TURF SCALE 1" = 1'-0"

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CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**CONSTRUCTION DETAILS**

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DATE: 7-26-22  
BID: \_\_\_\_\_ DATE: \_\_\_\_\_  
CONSTRUCTION DATE: \_\_\_\_\_

DRAWING  
**L3.6**  
SHEET 9 OF 14  
PROJECT No. 20.16

GENERAL NOTES:  
 1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS & NOTIFY ENGINEER OF RECORD WITH ANY DISCREPANCIES.  
 2. ALL WORKS SHALL COMPLY WITH 2019 EDITION OF CBC & 2018 EDITION OF IBC.  
 1. ENGINEER IS RESPONSIBLE ONLY FOR THE STRUCTURAL INTEGRITY OF THIS PROJECT. ANY ALTERATION WILL VOID THESE PLANS.

CONCRETE:  
 1. CONCRETE TO HAVE MIN. ULTIMATE COMPRESSIVE STRENGTH OF 2500.PSI @28 DAYS AND SHALL BE POURED AGAINST UNDISTURBED SOIL.(NO FORMS.)  
 2. AGGREGATE FOR HARD-ROCK CONCRETE SHALL CONFORM TO ASTM C-33 WITH MAX. SIZE OF 3/4" COARSE AGGREGATE.  
 2. CONCRETE MIXING SHALL CONFORM TO ASTM C-94.  
 3. REINFORCING STEEL SHALL COMPLY WITH ASTM A-615, GRADE 60.DEFORMED.

FOUNDATION:  
 1. ALLOWABLE SOIL BEARING PRESSURE, 1500. PSF ASSUMED.  
 2.SOIL TYPE, ASSUMED SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL & CLAYEY GRAVEL, ALLOWABLE LATERAL BEARING PRESSURE, 150 LBS/S.F./FT.

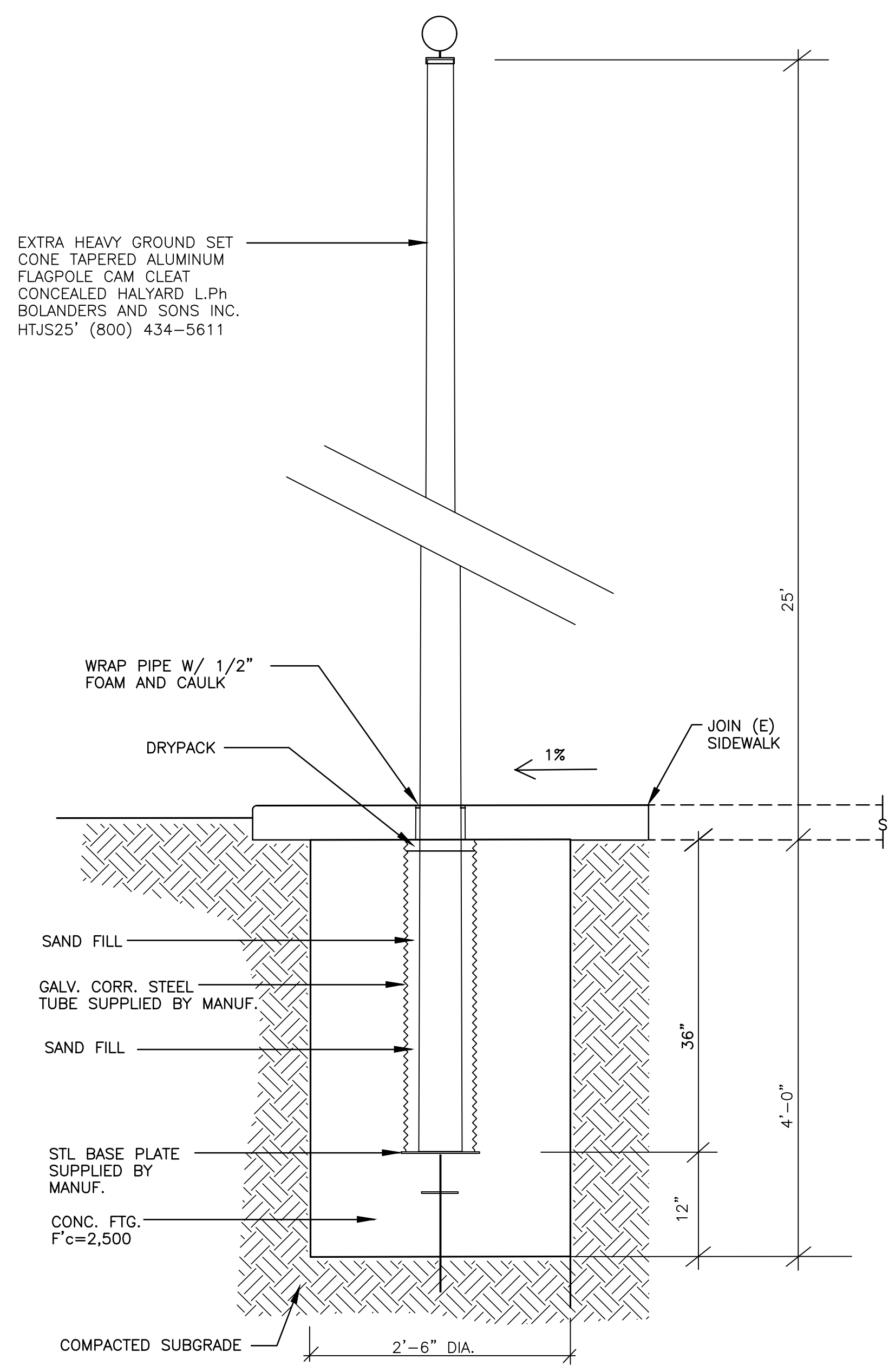
STRUCTURAL STEEL:  
 1. STRUCTURAL PLATES AND SHAPES SHALL CONFORM TO ASTM A36.  
 2. ALL BOLTS SHALL CONFORM TO ASTM A307, U.N.O.  
 3. FABRICATION, ERECTION AND PAINTING OF STRUCTURAL STEEL SHALL CONFORM TO AISC 360 MANUAL, FOURTEENTH EDITION.  
 4. ALL STEEL LESS THAN 1" THICK SHALL BE HOT-DIPPED GALVANIZED.  
 5. ALL STEEL SECTIONS EMBEDDED IN CONCRETE SHALL BE UNPAINTED.

WELDING:  
 1. WELDING SHALL CONFORM TO "AISC" , "IBC", AND "AWS" SPECIFICATIONS.  
 2. WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS PER "AWS" D1.1.  
 3. WELDING ELECTRODES SHALL BE E70-XX PER "AWS".  
 4. SHOP WELDS BY APPROVED FABRICATOR.  
 5. CONTINUOUS INSPECTION REQUIRED FOR ALL FIELD WELDING.  
 6. MINIMUM SIZE OF FILLET WELDS WHEN NOT SPECIFIED SHALL BE PER TABLE J2.4 OF "AISC" SPECIFICATION.

STRUCTURAL ALUMINUM:  
 1. STRUCTURAL ALUM. SHALL BE 6063-T6, Fb=18000. PSI.  
 2. OXYGEN CUTTING OF ALUMINUM ALLOYS SHALL NOT BE PERMITTED.  
 3. "FASTENERS": BOLTS AND OTHER FASTENERS SHALL BE ALUMINUM, STAINLESS STEEL OR ALUMINIZED, HOT-DIP GALVANIZED OR ELECTRO-GALVANIZED STEEL. DOUBLE CADMIUM-PLATED "AN" STEEL BOLTS MAY ALSO BE USED.  
 4. "DISSIMILAR MATERIALS": WHERE ALUMINUM ALLOY PARTS ARE IN CONTACT WITH DISSIMILAR METALS, OTHER THAN STAINLESS, ALUMINIZED OR GALVANIZED STEEL, THE FAYING SURFACES SHALL BE PAINTED OR OTHERWISE SEPARATED IN ACCORDANCE WITH DIVISION II.  
 5. "WELDING"ALUMINUM PARTS SHALL BE WELDED WITH AN INERT GAS SHIELDED ARC OR RESISTANCE WELDING PROCESS. NO WELDING PROCESS THAT REQUIRES A WELDING FLUX SHALL BE USED.  
 6. WELDING OF ALUMINUM SHALL BE PERFORMED BY WELDERS QUALIFIED FOR ALUMINUM WELDING.

DESIGN WIND LOAD:  
 1. DESIGN ULTIMATE WIND SPEED : 110 MPH.  
 2. WIND LOAD ON FLAG, PER "NAAMM/FP" STANDARD.

SOILS REPORT BY:  
 CENTRAL GEOTECHNICAL SERVICES, LLC ALLOW 5.8.P.:2000. PSF  
 ALLOW PASSIVE P.:150. PCF



1 FLAG POLE SCALE: 1" = 1'-0"

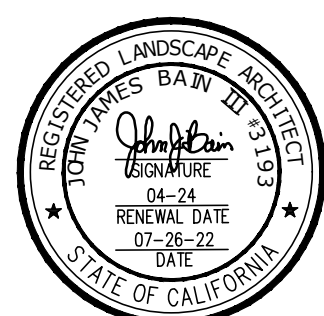
2 NOT USED

3 NOT USED

4 NOT USED

6 NOT USED

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CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

SHEET TITLE:  
**CONSTRUCTION DETAILS**

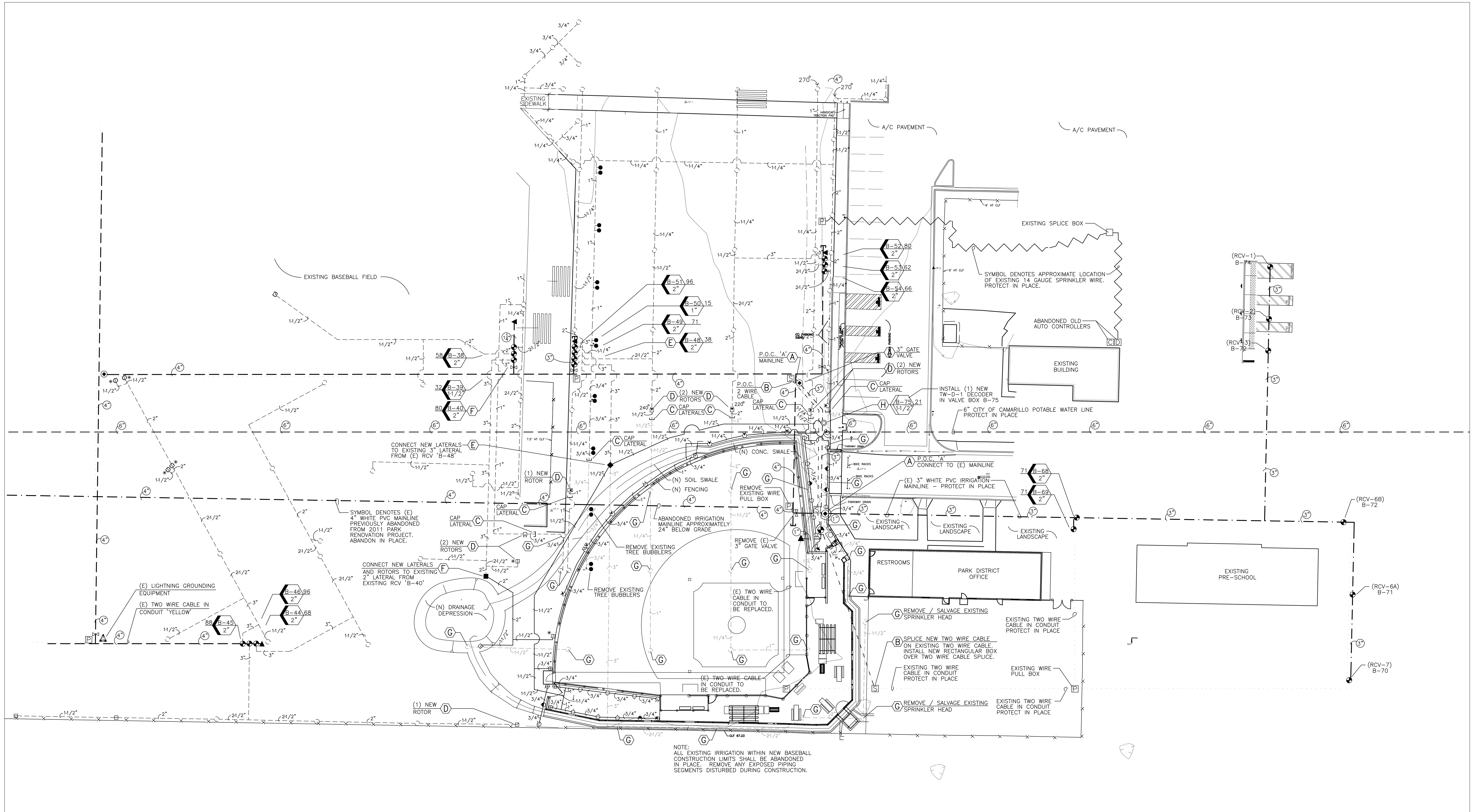
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|                   |
|-------------------|
| DRAWN: PJ         |
| DATE: 7-26-22     |
| BID DATE          |
| CONSTRUCTION DATE |

DRAWING  
**L3.7**  
 SHEET 10 OF 14  
 PROJECT No. 20.16

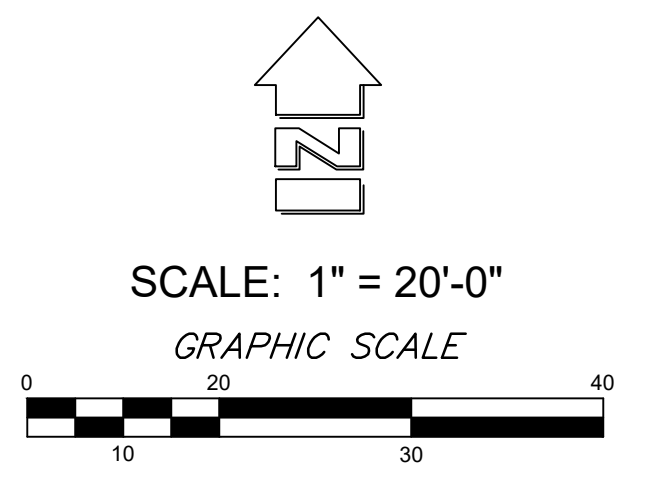
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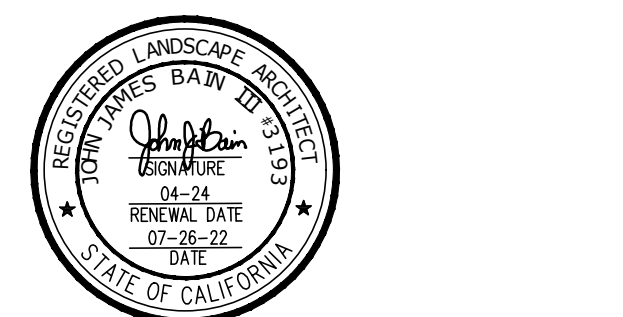


NOTE:  
 ALL EXISTING IRRIGATION WITHIN NEW BASEBALL  
 CONSTRUCTION LIMITS SHALL BE ABANDONED  
 IN PLACE. REMOVE ANY EXPOSED PIPING  
 SEGMENTS DISTURBED DURING CONSTRUCTION.

NOTE:  
 SEE SHEET L4.2 FOR IRRIGATION LEGEND AND NOTES.



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CLIENT  
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 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

SHEET TITLE:  
**IRRIGATION PLAN**

**JORDAN, GILBERT & BAIN**  
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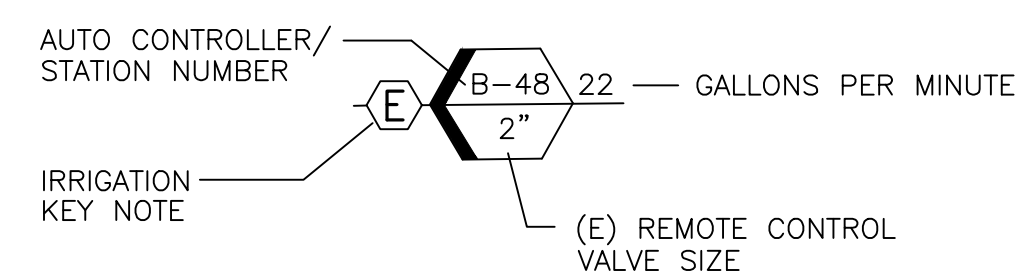
DRAWN:  
 DATE: 7-26-22  
 BID DATE  
 CONSTRUCTION DATE

DRAWING  
**L4.1**  
 SHEET 11 OF 14  
 PROJECT No. 20.16

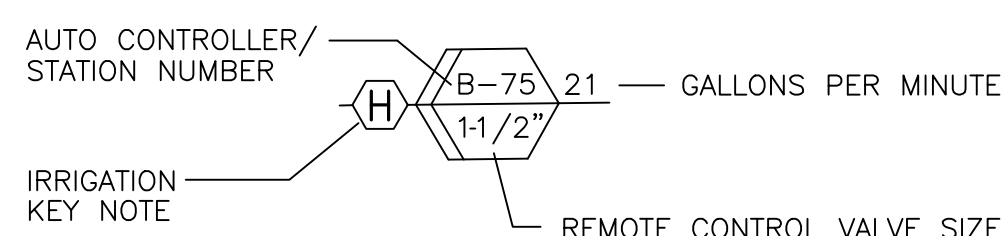
**IRRIGATION LEGEND**

| SYMBOL    | DESCRIPTION                                       | MANUFACTURER                  | MODEL / REMARKS   | DETAIL NO.  | SHEET NO. |      |      |      |      |      |      |            |           |
|-----------|---|-------------------------------|---|-------------|-----------|------|------|------|------|------|------|------------|-----------|
| =====     | SLEEVING  | PACIFIC PLASTICS              | CLASS 200 PVC - 3 PIPE SIZES LARGER THAN THE PIPE TO BE SLEEVED - 24" BELOW GRADE   | 1,2,3       | L4.3      |      |      |      |      |      |      |            |           |
| ---       | (E) WHITE PVC MAINLINE                            | UNKNOWN                       | 3" CLASS 315 PVC - SOLVENT WELD - SHALLOW INSTALLATION - VERIFY EXACT DEPTH   | NA          | NA        |      |      |      |      |      |      |            |           |
| ---       | (E) PURPLE MAINLINE                               | PACIFIC PLASTICS              | CLASS 200 PVC 'CYCLE FLOW' - PURPLE COLOR - GASKETED - 3" SIZE AND LARGER - 24" BELOW GRADE   | NA          | NA        |      |      |      |      |      |      |            |           |
| ---       | (E) PURPLE MAINLINE                               | PACIFIC PLASTICS              | SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 2-1/2" & SMALLER - SOLVENT WELD - 24" BELOW GRADE   | NA          | NA        |      |      |      |      |      |      |            |           |
| ---       | (E) PURPLE LATERAL                                | PACIFIC PLASTICS              | SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 3/4" & LARGER - SOLVENT WELD - 12" BELOW GRADE  | NA          | NA        |      |      |      |      |      |      |            |           |
| ---       | NEW PURPLE MAINLINE                               | PACIFIC PLASTICS              | CLASS 200 PVC 'CYCLE FLOW' - PURPLE COLOR - GASKETED - 3" SIZE AND LARGER - 24" BELOW GRADE   | 1,2,3,4,5,6 | L4.3      |      |      |      |      |      |      |            |           |
| ---       | NEW PURPLE MAINLINE                               | PACIFIC PLASTICS              | SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 2-1/2" & SMALLER - SOLVENT WELD - 24" BELOW GRADE   | 1,2,3,6     | L4.3      |      |      |      |      |      |      |            |           |
| ---       | NEW PURPLE LATERAL                                | PACIFIC PLASTICS              | SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 3/4" & LARGER - SOLVENT WELD - 12" BELOW GRADE  | 1,2,3       | L4.3      |      |      |      |      |      |      |            |           |
| ---       | (E) TWO WIRE CABLE                                | RAIN MASTER                   | TW-CAB-14 - INSTALLED WITHIN A 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT 24" BELOW GRADE  | NA          | NA        |      |      |      |      |      |      |            |           |
| ---       | NEW TWO WIRE CABLE                                | RAIN MASTER                   | TW-CAB-14 - INSTALLED WITHIN A 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT 24" BELOW GRADE  | 1,11        | L4.3      |      |      |      |      |      |      |            |           |
| NO SYMBOL | (E) AUTO CONTROLLER LOCATION NOT ILLUSTRATED      | RAIN MASTER / JOHN DEERE G.T. | SA6-RM2-TW/LPP/2YR/PMR-CAC/EMP-16/LHM4FG1-MEL-NO TOP OPENING STAINLESS STEEL ENCLOSURE, BUILT IN REMOTE CONTROL RECEIVER, INTERNET, QUICK PAD BASE PROTECT IN PLACE | NA          | NA        |      |      |      |      |      |      |            |           |
| ⊠         | (E) GATE VALVE - MAINLINE                         | LEEMCO                        | LMV-SB SERIES (SPIGOT X BELL) W/ OPERATING NUT - IN A STANDARD RECTANGULAR VALVE BOX - PURPLE LID   | NA          | NA        |      |      |      |      |      |      |            |           |
| ⊠         | GATE VALVE - MAINLINE                             | LEEMCO                        | LMV-SB SERIES (SPIGOT X BELL) W/ OPERATING NUT - IN A STANDARD RECTANGULAR VALVE BOX - PURPLE LID   | 7           | L4.3      |      |      |      |      |      |      |            |           |
| ⊠         | SCH. 80 PVC BALL VALVE                            | SPEARS                        | TRU-UNION SERIES - SPIGOT - INSTALLED IN VALVE BOX  | 8           | L4.3      |      |      |      |      |      |      |            |           |
| ⊠         | (E) QUICK COUPLER                                 | RAIN BIRD                     | 44 NP - 1" SIZE - IN 6" PURPLE COLORED ROUND VALVE BOX  | NA          | NA        |      |      |      |      |      |      |            |           |
| ⊠         | QUICK COUPLER                                     | RAIN BIRD                     | 44 NP - 1" SIZE - IN 10" PURPLE COLORED ROUND VALVE BOX   | 10          | L4.3      |      |      |      |      |      |      |            |           |
| ⊠         | (E) REMOTE CONTROL VALVE                          | RAIN BIRD                     | GB-R SERIES - SIZES NOTED - IN A PURPLE COLORED JUMBO RECTANGULAR VALVE BOX   | NA          | NA        |      |      |      |      |      |      |            |           |
| ⊠         | PRESSURE REGULATING R.C.V.                        | RAIN BIRD                     | GB-R-PRS-DIAL SERIES - SIZES NOTED - IN A PURPLE COLORED JUMBO RECTANGULAR VALVE BOX  | 9           | L4.3      |      |      |      |      |      |      |            |           |
| ⊠         | (E) WIRE PULL/SPLICE BOX                          | CARSON / EQ.                  | 1324-15 (JUMBO) 16" WIDE X 25.5" LONG X 15" DEEP WITH PURPLE BODY WITH PURPLE LID   | NA          | NA        |      |      |      |      |      |      |            |           |
| ⊠         | WIRE PULL/SPLICE BOX                              | CARSON / EQ.                  | 1324-15 (JUMBO) 16" WIDE X 25.5" LONG X 15" DEEP WITH PURPLE BODY WITH PURPLE LID   | 11          | L4.3      |      |      |      |      |      |      |            |           |
| ⊠         | (E) 2 WIRE CABLE GROUND ROD W/ LIGHTNING ARRESTOR | RAIN MASTER                   | MODEL TW-LA-1 LIGHTNING ARRESTOR WITH (1) 8'-0" COPPER CLAD GROUNDING ROD WITH CLAMP COVER ARRESTOR AND GROUNDING ROD WITH A JUMBO VALVE BOX - PROTECT IN PLACE     | NA          | NA        |      |      |      |      |      |      |            |           |
| SYMBOL    | DESCRIPTION                                       | MANUFACTURER                  | MODEL / REMARKS   | PSI         | RAD       | GPM  | GPM  | GPM  | GPM  | GPM  | GPM  | DETAIL NO. | SHEET NO. |
| ⊠         | POP UP TURF SPRAY                                 | RAIN BIRD                     | 1806SAM-PRS-NP COVER-15Q,15T,15H,15TT,15TQ,15F  | 30          | 15        | .93  | 1.23 | 1.85 | 2.48 | 2.78 | 3.70 | 13         | L4.3      |
| ⊠         | POP UP TURF SPRAY                                 | RAIN BIRD                     | 1806SAM-PRS-NP COVER-12Q,12T,12H,12TT,12TQ,12F  | 30          | 12        | .65  | .87  | 1.30 | 1.74 | 1.95 | 2.60 | 13         | L4.3      |
| ⊠         | POP UP TURF SPRAY                                 | RAIN BIRD                     | 1806SAM-PRS-NP COVER-10Q,10T,10H,10F  | 30          | 10        | .39  | .53  | .79  |      |      | 1.58 | 13         | L4.3      |
| ⊠         | POP UP TURF SPRAY                                 | RAIN BIRD                     | 1806SAM-PRS-NP COVER-8Q,8T,8H,8F  | 30          | 8         | .26  | .35  | .52  |      |      | 1.05 | 13         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5006-PL-PC-SAM-R-SS-NP-MPR-250, 25T, 25H  | 45          | 25        | 1.00 | 1.38 | 1.98 |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5006-PL-PC-SAM-R-SS-NP-MPR-25F  | 45          | 25        |      |      |      |      |      | 3.82 | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5006-PL-PC-SAM-R-SS-NP-MPR-300, 30T, 30H  | 45          | 30        | 1.40 | 1.85 | 2.96 |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5006-PL-PC-SAM-R-SS-NP-MPR-30F  | 45          | 30        |      |      |      |      |      | 5.78 | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5006-PL-PC-SAM-R-SS-NP-MPR-350, 35T, 35H  | 45          | 35        | 1.92 | 2.46 | 3.81 |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5006-PL-PC-SAM-R-SS-NP-MPR-35F  | 45          | 35        |      |      |      |      |      | 7.58 | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5505-SS-NP-5 (NO. 5 NOZZLE)   | 60          | 45        | 3.80 |      |      |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 5505-SS-NP-10 (NO. 10 NOZZLE)   | 60          | 47        |      |      | 8.90 |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-10   | 60          | 53        | 10.1 |      |      |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-16   | 60          | 61        |      | 15.9 | 15.9 | 15.9 |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-16   | 60          | 61        |      |      |      |      |      | 15.9 | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-10   | 60          | 53        | 10.1 |      |      |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-08   | 60          | 49        | 8.40 |      |      |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-12   | 60          | 59        |      | 12.0 | 12.0 | 12.0 |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-12   | 60          | 59        |      |      |      |      |      | 12.0 | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-10   | 60          | 53        | 10.1 |      |      |      |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-14   | 60          | 59        |      | 14.3 | 14.3 | 14.3 |      |      | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-14   | 60          | 59        |      |      |      |      |      | 14.3 | 12         | L4.3      |
| ⊠         | POP UP TURF ROTOR                                 | RAIN BIRD                     | 8005-SS-NP-08   | 60          | 49        | 8.40 |      |      |      |      |      | 12         | L4.3      |
| ⊠         | (E) ROOT WATERING SYSTEM                          | RAIN BIRD                     | RWS-B-C-1402-RWS-SOCK-RWS-GRATE-P   | 30          | 1         |      |      |      |      |      | 0.50 | NA         | NA        |

**EXISTING REMOTE CONTROL VALVE KEY**



**NEW REMOTE CONTROL VALVE KEY**



**IRRIGATION SLEEVING SCHEDULE**

ALL SLEEVES TO BE INSTALLED 24" BELOW GRADE

| MAINLINE OR LATERAL PIPE SIZE  | SLEEVE SIZE REQUIRED |
|--------------------------------|----------------------|
| 3/4" SCH. 40 PVC               | 2" SCH. 40 PVC       |
| 1" SCH. 40 PVC                 | 2" SCH. 40 PVC       |
| 1 1/4" SCH. 40 PVC             | 2 1/2" SCH. 40 PVC   |
| 1 1/2" SCH. 40 PVC             | 3" CLASS 200 PVC     |
| 2" CLASS 315 / SCH. 40 PVC     | 4" CLASS 200 PVC     |
| 2 1/2" CLASS 315 / SCH. 40 PVC | 4" CLASS 200 PVC     |
| 3" CLASS 315 / SCH. 40 PVC     | 6" CLASS 200 PVC     |

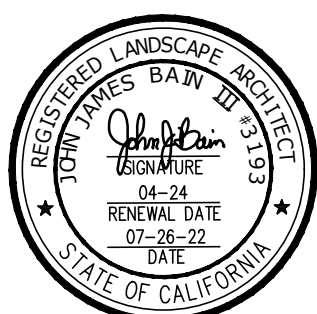
**PROJECT KEY NOTES**

- SYMBOL DESCRIPTION**
- (A) IRRIGATION POINT OF CONNECTION:  
EXCAVATE AND EXPOSE THE EXISTING 4" PURPLE COLORED PVC IRRIGATION MAINLINE THAT SUPPLIES WATER TO THE EXISTING ORIGINAL 3" WHITE COLORED PVC MAINLINE INSTALLED ON THE NORTH SIDE OF THE EXISTING PARK DISTRICT BUILDING. CUT EXISTING 4" PURPLE PVC MAINLINE AND INSTALL A LEEMCO 45 DEGREE SELF RESTRAINING DUCTILE IRON FITTING. INSTALL A LEEMCO 4"x3" DUCTILE IRON REDUCER COUPLER ON DISCHARGE SIDE OF 4" 45 DEGREE FITTING. TRENCH AND INSTALL NEW PURPLE COLORED 3" CLASS 315 PVC MAINLINE FROM REDUCER FITTING TO THE PROPOSED LOCATION FOR A NEW 3" LEEMCO SELF RESTRAINING DUCTILE IRON GATE VALVE AS PER IRRIGATION PLAN. INSTALL 3" GATE IN A VALVE BOX AS PER GATE VALVE DETAIL. TRENCH AND INSTALL 3" CLASS 315 PVC MAINLINE FROM DISCHARGE SIDE OF 3" GATE VALVE TO INTERSECTION OF THE ORIGINAL 3" WHITE COLORED PVC MAINLINE AT LOCATION ILLUSTRATED ON PLANS. INSTALL A 3" DUCTILE IRON SELF RESTRAINING ELBOW AND CONNECT NEW 3" PURPLE PVC MAINLINE TO EXISTING 3" WHITE PVC MAINLINE TO RE-ESTABLISH A WATER SUPPLY TO EXISTING REMOTE CONTROL VALVES 'B-69' THROUGH 'B-74'.
- (B) TWO WIRE CABLE POINT OF CONNECTION:  
EXCAVATE AND EXPOSE THE EXISTING 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT HOUSING A RAIN MASTER MODEL TW-CAB-14 BLUE JACKETED TWO WIRE REMOTE CONTROL VALVE COMMUNICATION CABLE. AT IRRIGATION POINT OF CONNECTION, EXCAVATE AND EXPOSE AN APPROXIMATE 6'-0" LENGTH OF EXISTING 1-1/2" SCH. 40 PVC TWO WIRE CABLE CONDUIT. CUT CONDUIT INCLUDING CABLE AT THE 6'-0" LIMIT OF EXPOSED CONDUIT. CAREFULLY CUT THE EXPOSED SCH. 40 PVC CONDUIT ONLY APPROXIMATELY 4'-0" FROM THE END OF THE CONDUIT CUT. REMOVE SEVERED CONDUIT HOUSING EXPOSING AT LEAST 4'-0" OF EXISTING TWO WIRE CABLE. SALVAGE THE NOW EXPOSED 4'-0" LONG SEGMENT OF TWO WIRE CABLE. COIL TWO WIRE CABLE AND INSTALL A NEW CABLE SPLICE BOX OVER THE BUNDLED TWO WIRE CABLE. THE SEVERED END OF THE EXISTING TWO WIRE CABLE WILL NOW BE THE POINT OF CONNECTION FOR THE NEW TWO WIRE CABLE RUN. TRENCH AND INSTALL NEW SCH. 40 PVC ELECTRICAL CONDUIT TO A DEPTH OF 18" BELOW FINISH GRADE. INSTALL 1-1/2" SCH. 40 PVC SWEEP ELBOWS INTO AND OUT OF ALL VALVE WIRE PULL AND / OR SPLICE BOXES. SPLICE NEW RAIN MASTER TWO WIRE CABLE WITH BLUE COLORED OUTER JACKET, MODEL TW-CAB-14, TO SEVERED ENDS OF THE EXISTING TWO WIRE CABLE WITHIN SPLICE BOX USING 3M MODEL DBR-Y6 WATER PROOF WIRE CONNECTORS AND AS PER RAIN MASTER SPECIFICATIONS. PULL NEW TWO WIRE CABLE THROUGH CONDUIT TO INTERSECT THE EXISTING TWO WIRE CABLE LOCATED ON THE WEST SIDE OF THE EXISTING CHAIN LINK FENCING. EXCAVATE AND EXPOSE THE EXISTING 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT HOUSING EXISTING RAIN MASTER TW-14-CAB TWO WIRE CABLE. CUT CONDUIT AND CABLE AT THIS LOCATION. REPEAT PREVIOUS CONDUIT CUTTING AND WIRE SALVAGING OPERATIONS DESCRIBING EARLIER AT TWO WIRE CABLE POINT OF CONNECTION. INSTALL A NEW WIRE SPLICE BOX OVER THE COMPLETED SPLICE TWO WIRE CABLE CONNECTION. HEAT STAMP ALL SPLICE BOX VALVE BOX LIDS WITH THE LETTERS 'SB'.
- (C) EXCAVATE, EXPOSE, CUT AND CAP EXISTING IRRIGATION PVC LATERALS TO SEWER WATER SUPPLY TO THE NEW ARTIFICIAL BASEBALL FIELD. FIELD VERIFY THE EXACT LAYOUT OF THE EXISTING TURF ROTOR SYSTEMS OPERATING ON SITE. EXCAVATE AND EXPOSE THE EXISTING PVC IRRIGATION LATERAL PIPING DOWNSTREAM OF THE LAST IRRIGATION HEAD IDENTIFIED ON THE IRRIGATION PLAN AS TO REMAIN IN OPERATION. CUT THE EXISTING PVC LATERAL PIPING AND REMOVE A SEGMENT LARGE ENOUGH TO ALLOW FOR A LINE SIZED SCH. 40 PVC SLIP CAP TO BE SOLVENT WELD ONTO THE EXISTING LATERAL PIPE PREVENTING ANY WATER FROM BEING DISCHARGED UNDER THE NEW ARTIFICIAL BASEBALL FIELD.
- (D) REMOVE AND SALVAGE THE EXISTING TURF ROTOR - REPLACE WITH NEW POP UP TURF ROTOR WITH NEW NOZZLE AND PER LEGEND. FIELD VERIFY THE EXACT LOCATION OF THE EXISTING TURF ROTOR IDENTIFIED ON THE PLAN. EXCAVATE AROUND THE EXISTING TURF ROTOR AND REMOVE IT FROM EXISTING SWING JOINT. INSPECT EXISTING SWING JOINT TO ENSURE THAT THE PIPING AND FITTINGS ARE NOT DAMAGED OR LEAKING. INSTALL A NEW TURF ROTOR ON EXISTING SWING JOINT AND SET HEAD TO BE 1" ABOVE FINISH GRADE. INSTALL NEW NOZZLE AS PER IRRIGATION LEGEND. ADJUST ARC PATTERN TO CONFORM TO NEW ORIENTATION ENSURING THAT THE IRRIGATION WATER DISCHARGED FROM THE ROTOR NOZZLE DOES NOT COME IN CONTACT WITH THE ARTIFICIAL FIELD SURFACE, ANY ADJACENT FENCING, OR PAVED PEDESTRIAN SURFACES. RETURN ALL SALVAGED EXISTING TURF ROTORS TO THE PVRPO REPRESENTATIVE FOR FUTURE MAINTENANCE USE.
- (E) USE EXISTING 3" SCH. 40 PVC LATERAL LINE ORIGINATING FROM EXISTING 2" REMOTE CONTROL VALVE 'B-48' FOR NEW ROTORS. EXCAVATE AND EXPOSE THE EXISTING 3" SCH. 40 PVC LATERAL PIPING ORIGINATING FROM EXISTING 2" REMOTE CONTROL VALVE 'B-48' ON THE NORTH SIDE OF THE NEW BASEBALL FIELD HOME RUN FENCING. CUT THE EXISTING 3" PVC LATERAL AND USE IT AS A WATER SOURCE FOR THE NEW TURF SPRAY HEADS LOCATED ON THE EAST AND SOUTH SIDES OF THE NEW BASEBALL FIELD. TRENCH AND INSTALL A NEW 1-1/2" PURPLE COLORED SCH. 40 PVC LATERAL PIPING AS A SOURCE PIPE TO SUPPLY NEW POP UP TURF SPRAY HEADS. INSTALL NEW PURPLE COLORED SCH. 40 PVC LATERALS AND NEW POP UP SPRAY HEADS AS PER IRRIGATION PLAN TO ACHIEVE HEAD TO HEAD COVERAGE.
- (F) USE EXISTING SCH. 40 PVC LATERAL PIPING ORIGINATING FROM EXISTING REMOTE CONTROL VALVE 'B-40' TO INSTALL NEW ROTORS. EXCAVATE AND EXPOSE THE EXISTING PURPLE COLORED 2" SCH. 40 PVC LATERAL PIPE ORIGINATING FROM EXISTING 2" REMOTE CONTROL VALVE 'B-40'. THE EXISTING PIPE SHALL BE SEVERED AS A RESULT OF NEW GRADING OPERATIONS. CUT EXISTING 2" SCH. 40 PVC LATERAL AND USE IT FOR A WATER SOURCE TO INSTALL (2) NEW RAIN BIRD 8005 SERIES POP UP TURF ROTORS INSTALLED AT LOCATIONS AS PER IRRIGATION PLAN. INSTALL NEW TURF ROTORS WITH NOZZLES AS PER IRRIGATION PLAN. ADJUST ARC PATTERN TO PREVENT IRRIGATION WATER FROM CONTACTING THE NEW CHAIN LINK HOME RUN FENCING OR ARTIFICIAL FIELD SURFACE.
- (G) REMOVE AND SALVAGE EXISTING TURF ROTORS PRIOR TO GRADING OPERATIONS BEGINNING AND DELIVER TO THE PVRPO REPRESENTATIVE. OPERATE THE EXISTING IRRIGATION SYSTEM WITHIN THE SCOPE OF WORK WITH THE PVRPO REPRESENTATIVE PRIOR TO BEGINNING ANY GRADING OPERATIONS. USE MARKING FLAGS TO FIELD VERIFY THE EXACT LOCATIONS OF THE SPRINKLER HEADS IDENTIFIED ON THE PLAN TO BE REMOVED AND SALVAGED. EXCAVATE AND REMOVE THESE SPRINKLER HEADS AND RETURN THEM TO THE PVRPO REPRESENTATIVE FOR FUTURE MAINTENANCE PURPOSES.
- (H) INSTALL NEW 1-1/2" REMOTE CONTROL VALVE ON NEW MAINLINE SEGMENT TO SUPPLY NEW TURF ROTORS INSTALLED AROUND FENCING ARC. INSTALL A NEW 1-1/2" REMOTE CONTROL VALVE ON NEW 3" PVC MAINLINE SEGMENT AT APPROXIMATELY THE LOCATION SHOWN ON THE IRRIGATION PLAN. INSTALL NEW TWO WIRE CABLE INTO AND OUT OF NEW REMOTE CONTROL VALVE BOX WITH SWEEP ELBOWS INTO AND OUT OF THE VALVE BOX. PURCHASE AND INSTALL (1) NEW RAIN MASTER SINGLE STATION DECODER, MODEL 'TW-D-1', AND MOUNT ON THE INSIDE WALL OF VALVE BOX WITH SCREWS. PROGRAM DECODER AS REMOTE CONTROL VALVE 'B-68'. SPLICE NEW TWO WIRE CABLE SEGMENT TO DECODER AS WELL AS TO REMOTE CONTROL VALVE SOLENOID WIRES USING 3M MODEL DBR-Y6 WATER PROOF WIRE SPLICES. TRENCH AND INSTALL NEW SCH. 40 PVC LATERALS WITH POP UP TURF ROTORS ALONG THE OUTER CIRCUMFERENCE OF THE NEW IMPROVEMENTS ALONG THE NORTH SIDE OF THE NEW BASEBALL FIELD HOME RUN FENCING AND CONCRETE DRAINAGE SWALE.

**PROJECT NOTES**

- THE CONTRACTOR SHALL FIELD VERIFY EXISTING STATIC WATER PRESSURE AND NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK.
- THE CONTRACTOR SHALL CONTACT DIG ALERT AT 1-800-227-2600 TO IDENTIFY AND LOCATE ALL ON SITE UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL COORDINATE WITH THE PLEASANT VALLEY RECREATION AND PARKS REPRESENTATIVE AND REVIEW THE EXISTING SITE PRIOR TO BEGINNING WORK TO AVOID CONFLICTS WITH NEW CONSTRUCTION.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY TRENCH SETTLING OR IRRIGATION HEAD SETTLING. ALL TRENCHES WILL BE BACK FILLED WITH CLEAN SOIL, COMPACTED AND SEEDED WITH SEED MIX AS PER SPECIFICATIONS. ALL HEADS THAT SETTLE WILL BE RAISED TO 1/2" ABOVE FINISH GRADE. PROVIDE ADDITIONAL SOIL AS NECESSARY AND HAND TAMP AROUND HEAD TO PREVENT FUTURE SETTLING. PROVIDE NEW SEED OR PLANTS AS NEEDED FOR REPAIR.
- THE CONTRACTOR SHALL SLEEVE ALL PVC IRRIGATION PIPES AND WIRES INSTALLED UNDER PAVING. WIRES SHALL BE ENCLOSED IN SCH. 40 PVC ELECTRICAL SLEEVES SIZED AS PER PLAN. MAINLINE SLEEVES SHALL BE SIZED AS PER PLAN. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN LANDSCAPE PLANTERS WHENEVER POSSIBLE.
- INSTALL FACTORY INSTALLED CHECK VALVES ON ALL SPRINKLER POP UP BODIES WITH RAIN BIRD 'SAM-PRS' OR 'SAM' BUILT IN CHECK VALVES TO PREVENT LOW HEAD DRAINAGE ON THE NEW IRRIGATION SYSTEM. REFER TO IRRIGATION LEGEND TO IDENTIFY POP UP BODY REQUIRED FOR EACH TYPE OF SPRINKLER NOZZLE INSTALLED ON THIS PROJECT.
- BRAND INTO THE REMOTE CONTROL VALVE BOX LIDS THE NEW VALVE STATION NUMBER FROM (E) AUTO CONTROLLER 'B'. PROVIDE CHRISTY STANDARD SIZE I.D. TAGS CONNECTED TO EACH VALVE SOLENOID WITH NEW STATION NUMBER.
- THE CONTRACTOR SHALL INSTALL RAIN MASTER TWO WIRE CABLE, MODEL TW-CAB-14, OR EQUAL, FROM THE AUTO CONTROLLER LOCATIONS TO ALL NEW REMOTE CONTROL VALVES AS PER PLAN. THE TWO WIRE CABLE SHALL BE ENCLOSED IN A 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT FURNISHED WITH SWEEP ELBOWS INTO AND OUT OF ALL VALVE BOXES. THE CONDUIT SHALL BE 24" BELOW FINISH GRADE. ALONG THE TWO WIRE CABLE RUN, INSTALL WIRE PULL BOXES AT ALL CHANGES IN DIRECTION AND AT INTERVALS AS PER PLAN. INSTALL LIGHTNING ARRESTORS WITH 8'-0" COPPER CLAD GROUNDING RODS AND CLAMPS ALONG THE TWO WIRE CABLE RUN AT LOCATIONS ILLUSTRATED ON PLANS. ALL WIRE SPLICES AND CABLE INSTALLATION SHALL CONFORM TO RAIN MASTER SPECIFICATIONS.
- THE CONTRACTOR SHALL INSTALL ALL VALVE BOX SIZES AS PER PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL USE ONLY SCH. 80 PVC NIPPLES AND T.O.E. NIPPLES AS NEEDED FOR ALL THREADED VALVE ASSEMBLIES. NO SCH. 40 PVC MALE ADAPTERS WILL BE USED FOR ANY THREADED ASSEMBLY.
- CONTRACTOR SHALL INSTALL RAIN MASTER DECODERS, MODEL TW-D-1 FOR SINGLE RCV OPERATION, MODEL TW-D-2 TO CONTROL (2) SEPARATE RCV'S, OR MODEL TW-D-4, TO CONTROL (4) REMOTE CONTROL VALVES. INSIDE THE FIRST REMOTE CONTROL VALVE BOX OF THE MANIFOLD, ATTACH THE DECODER TO THE SIDE OF THE VALVE BOX WITH STAINLESS STEEL SCREWS. EXTEND 14 GAUGE WIRE SEGMENTS IN A CONDUIT FROM THE DECODER TO EACH REMOTE CONTROL VALVE IN THE MANIFOLD AND CONNECT TO THE REMOTE CONTROL VALVE SOLENOID WITH APPROVED WATER TIGHT WIRE CONNECTORS. CONNECT THE DECODER TO THE TWO WIRE CABLE WITH APPROVED WATER TIGHT WIRE CONNECTORS. SEE NOTES ON PLAN TO DETERMINE EXACT QUANTITY AND DECODER MODEL NUMBERS REQUIRED FOR THIS PROJECT.
- IF REQUIRED, THE CONTRACTOR SHALL REPLACE SPRINKLER HEAD NOZZLES AS REQUESTED BY THE LANDSCAPE ARCHITECT IN THE FIELD IN ORDER TO IMPROVE IRRIGATION COVERAGE OR EFFICIENCY. THESE MODIFICATIONS WILL BE PART OF THE BASE BID.
- THE IRRIGATION SYSTEM HAS BEEN DESIGNED TO DISCHARGE A MAXIMUM FLOW OF 250 GPM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM THAT ALLOWS A MINIMUM OF 3 REMOTE CONTROL VALVES TO OPERATE SIMULTANEOUSLY WITHOUT EXCEEDING A MAXIMUM FLOW OF 250 GALLONS PER MINUTE. COORDINATE WITH THE PLEASANT VALLEY PARKS DISTRICT REPRESENTATIVE TO DEVELOP A SPECIFIC IRRIGATION PROGRAM START TIME AND RUN TIME FOR EACH SPRINKLER VALVE THAT WILL BE OPERATED TO GERMINATE HYDRO-SEED TURF.
- IRRIGATION MAINLINE PIPING, SIZED 3" AND LARGER SHALL BE CLASS 200 GASKETED PIPING, PURPLE IN COLOR, WITH LEEMCO SELF-RESTRAINING MAINLINE FITTINGS. IRRIGATION MAINLINE PIPING 2-1/2" SIZE OR LESS SHALL BE SCH. 40 PVC PURPLE PIPING WITH SCH. 80 PVC SOLVENT WELD MAINLINE FITTINGS. (TYPICAL)

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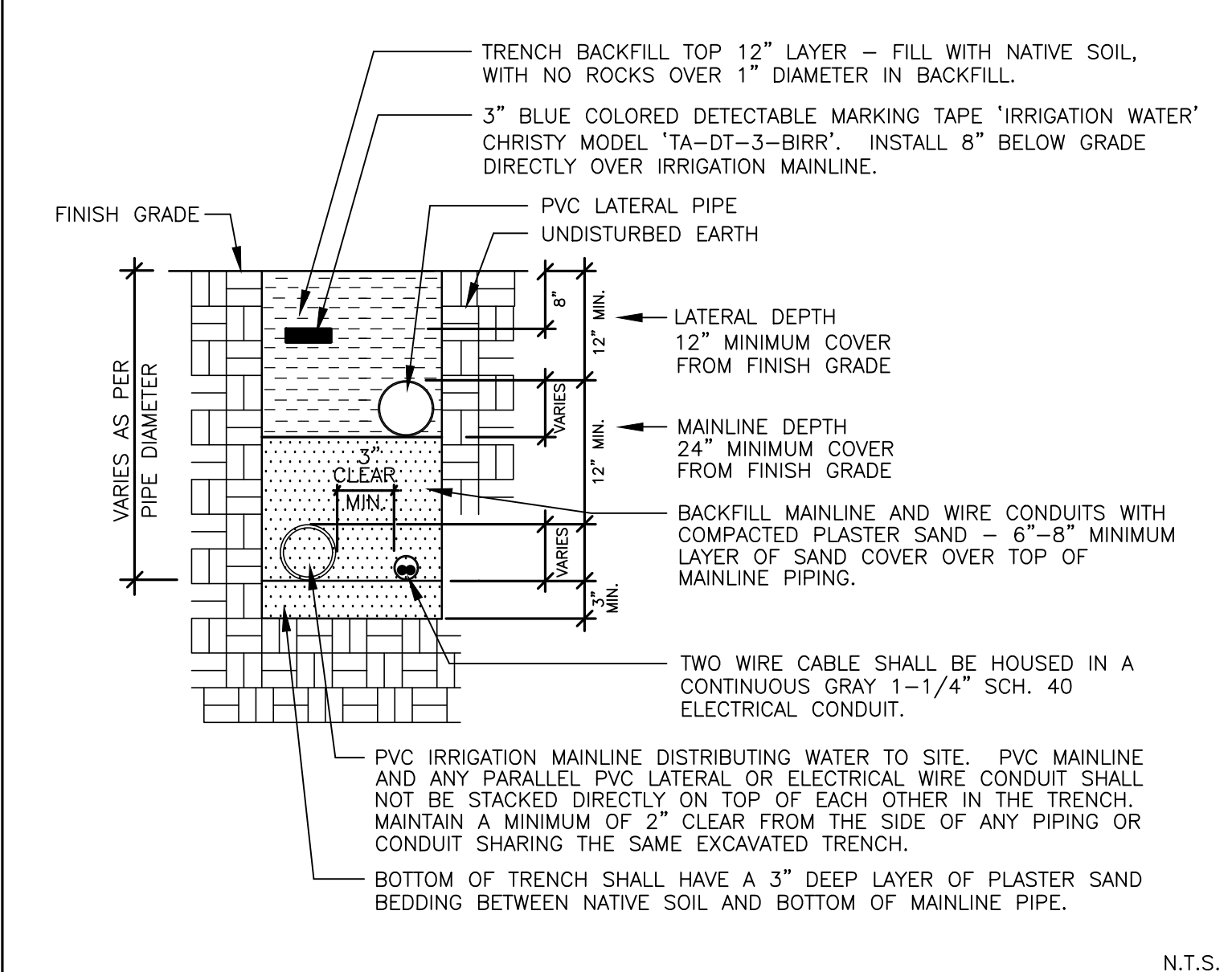
CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

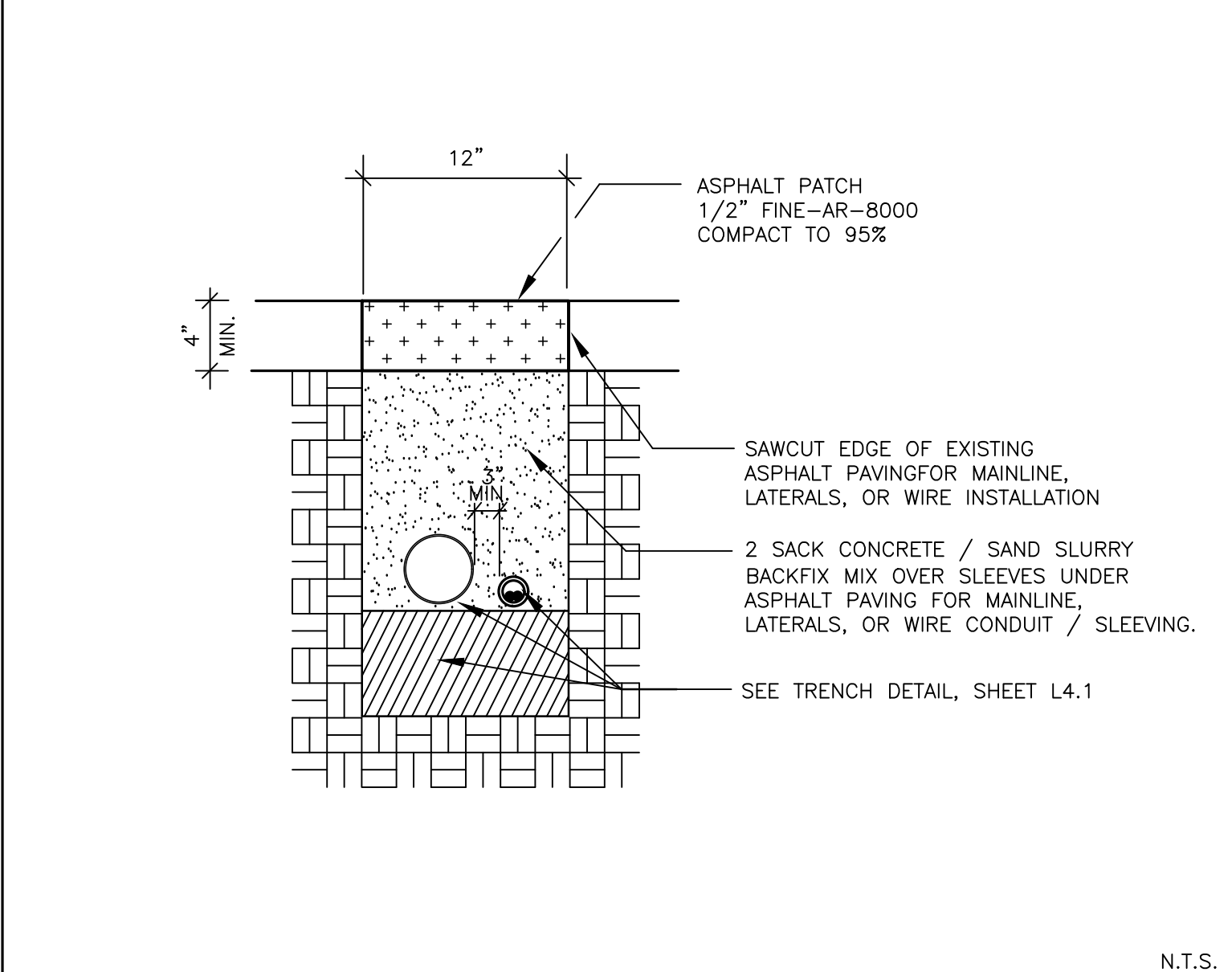
SHEET TITLE:  
**IRRIGATION LEGEND & NOTES**

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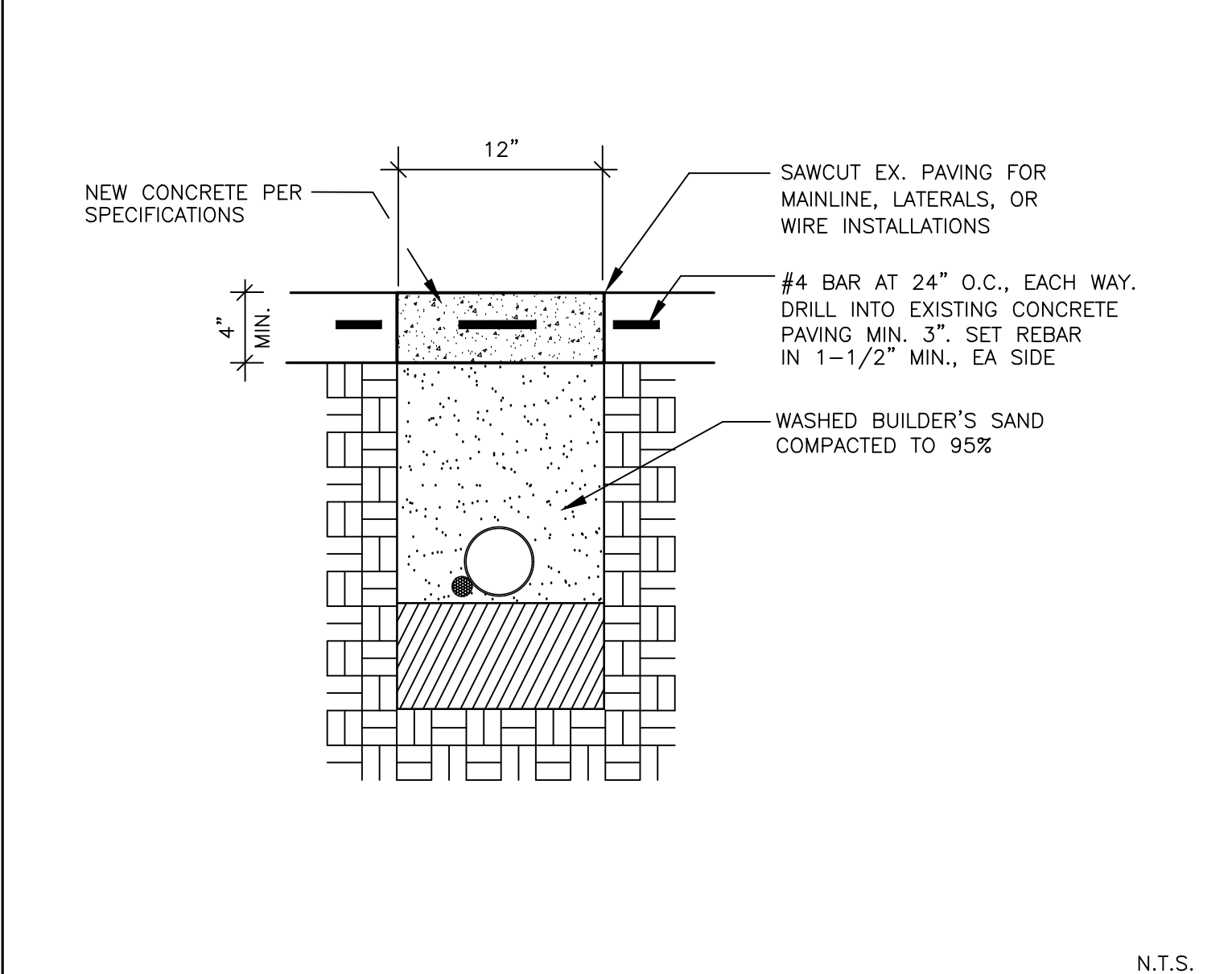
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 DATE: 7-26-22  
 BID \_\_\_\_\_ DATE \_\_\_\_\_ SHEET 12 OF 14  
 CONSTRUCTION DATE \_\_\_\_\_ PROJECT NO. 20.16



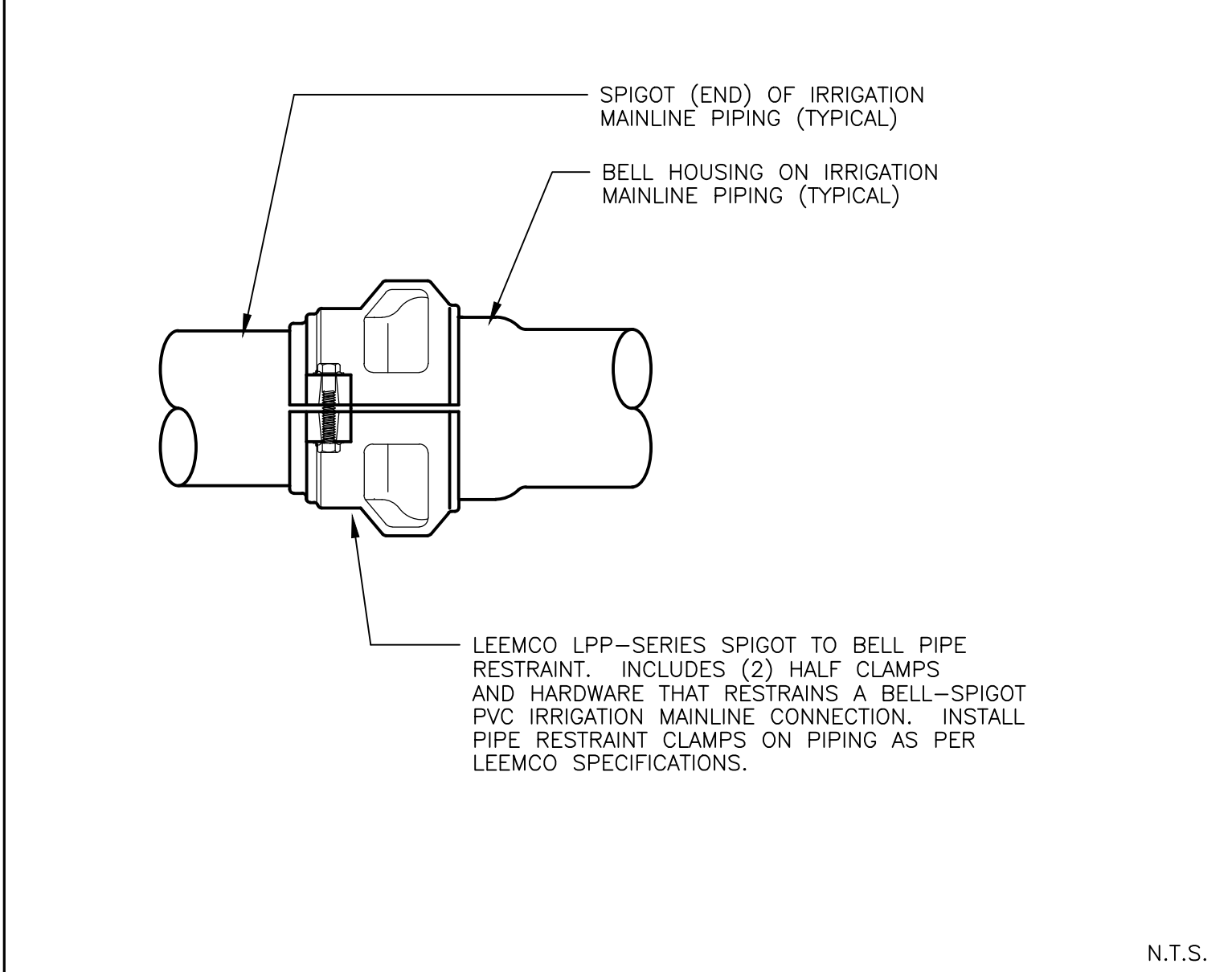
1 IRRIGATION PIPE AND CONDUIT TRENCH SECTION N.T.S.



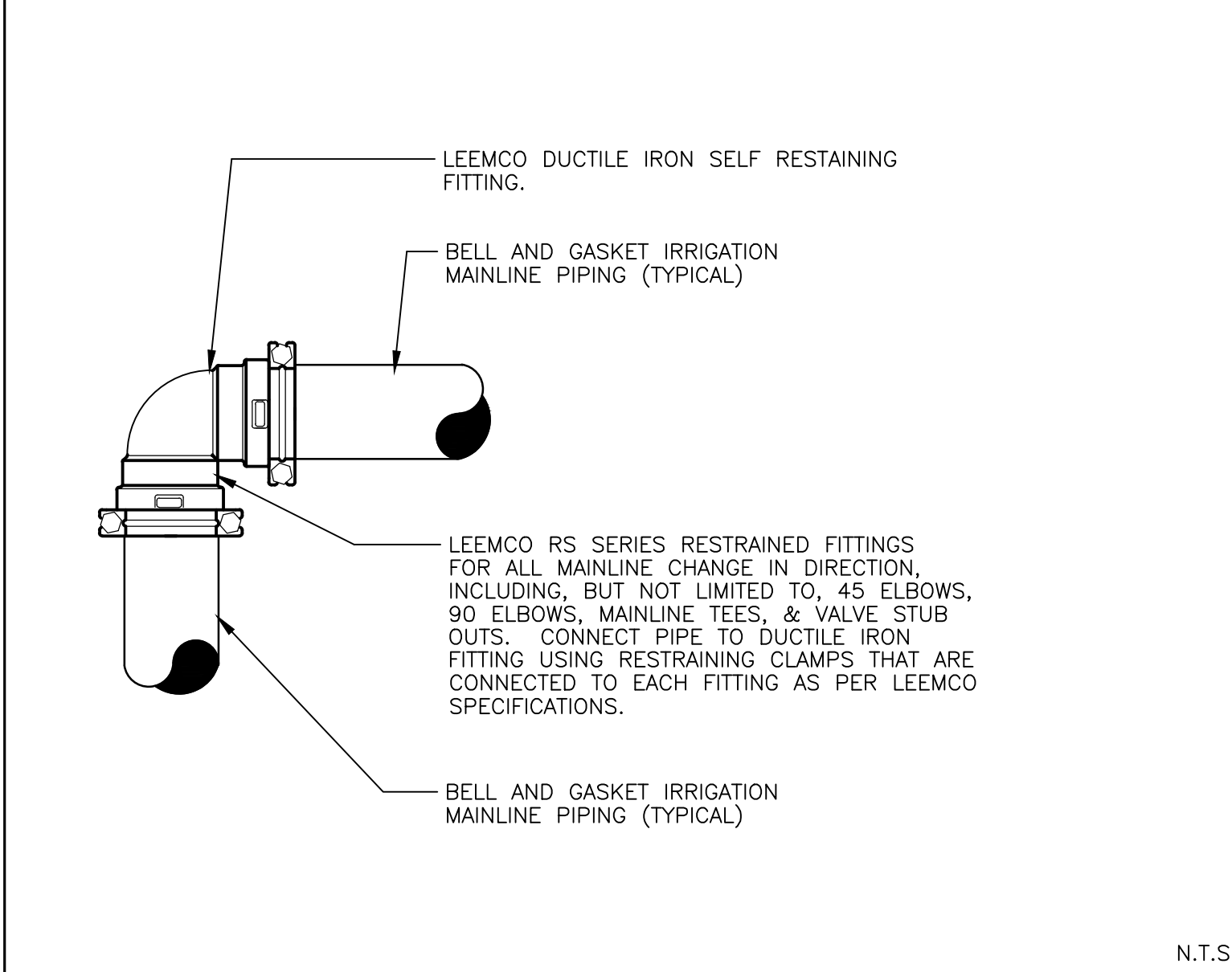
2 TRENCH WITH ASPHALT CUT N.T.S.



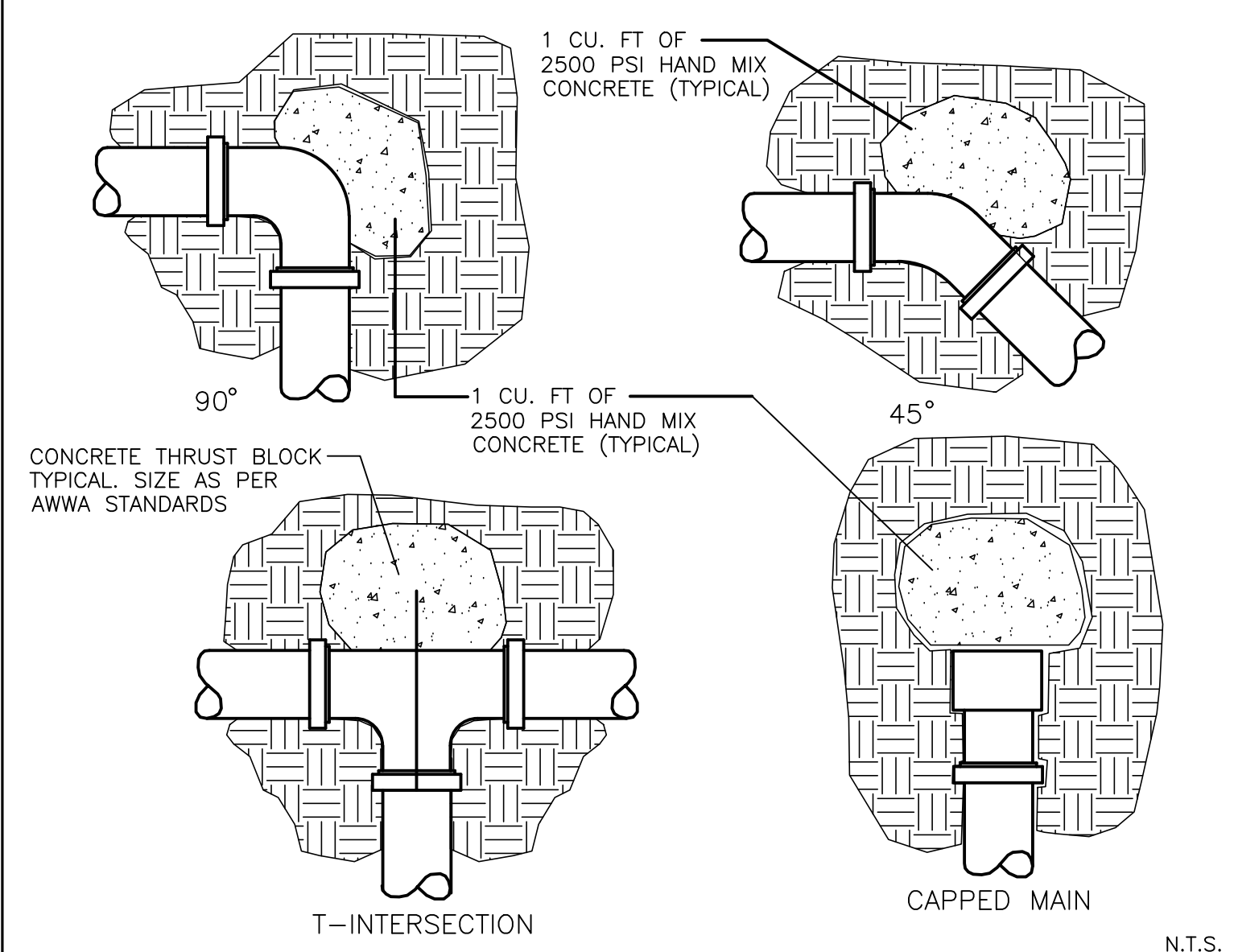
3 TRENCH WITH CONCRETE SIDEWALK CUT N.T.S.



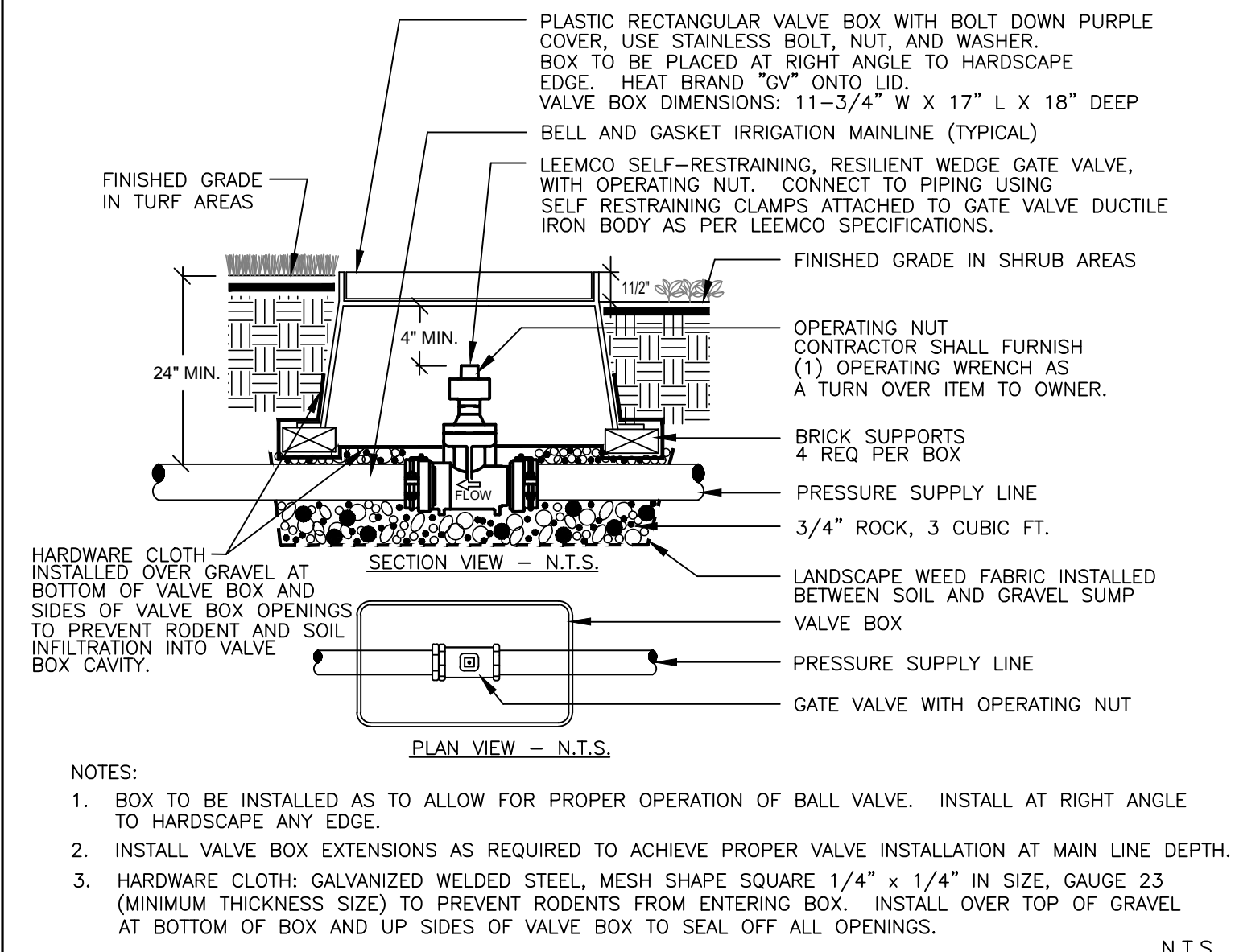
4 LEEMCO SPIGOT TO BELL PIPE JOINT RESTRAINT N.T.S.



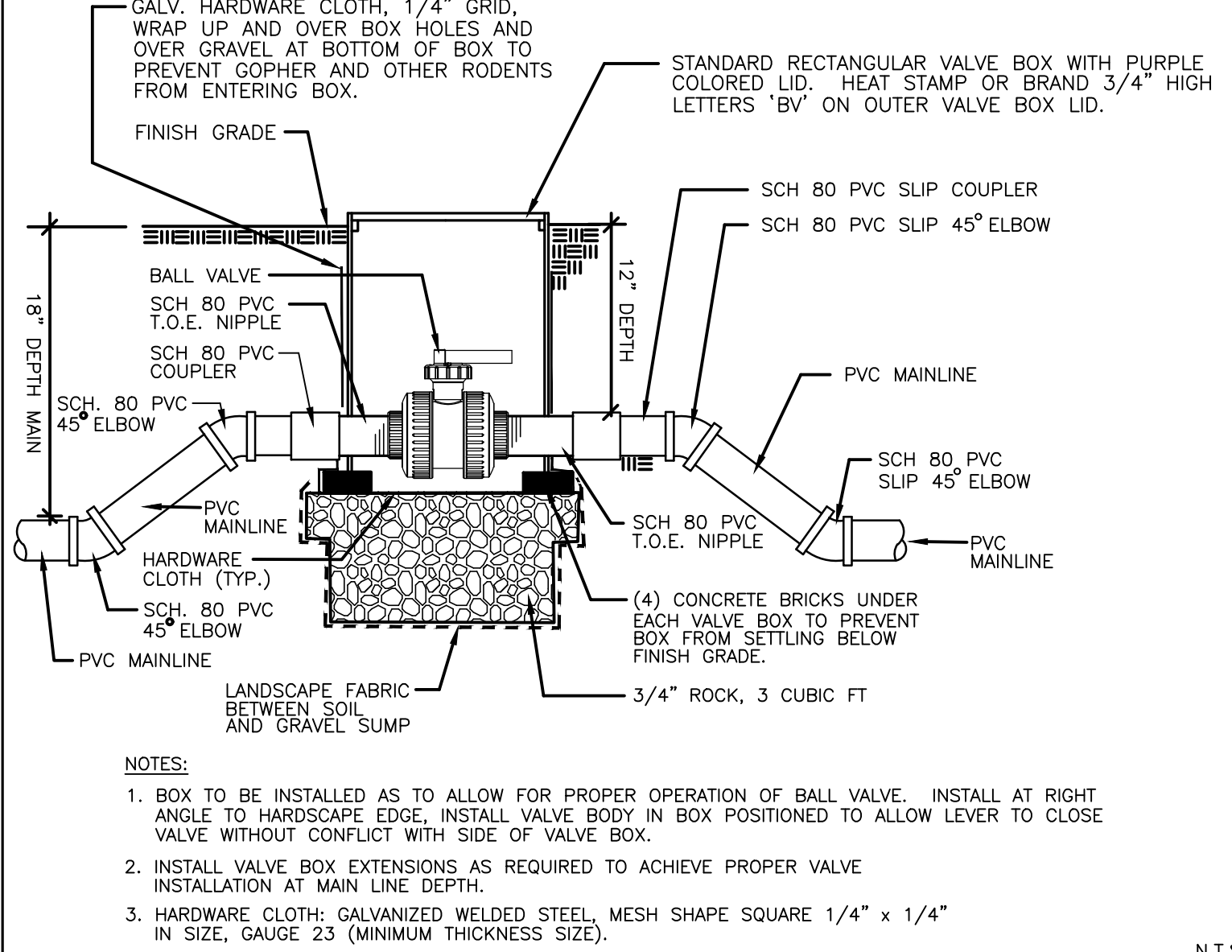
5 LEEMCO PIPE TO FITTING RESTRAINTS N.T.S.



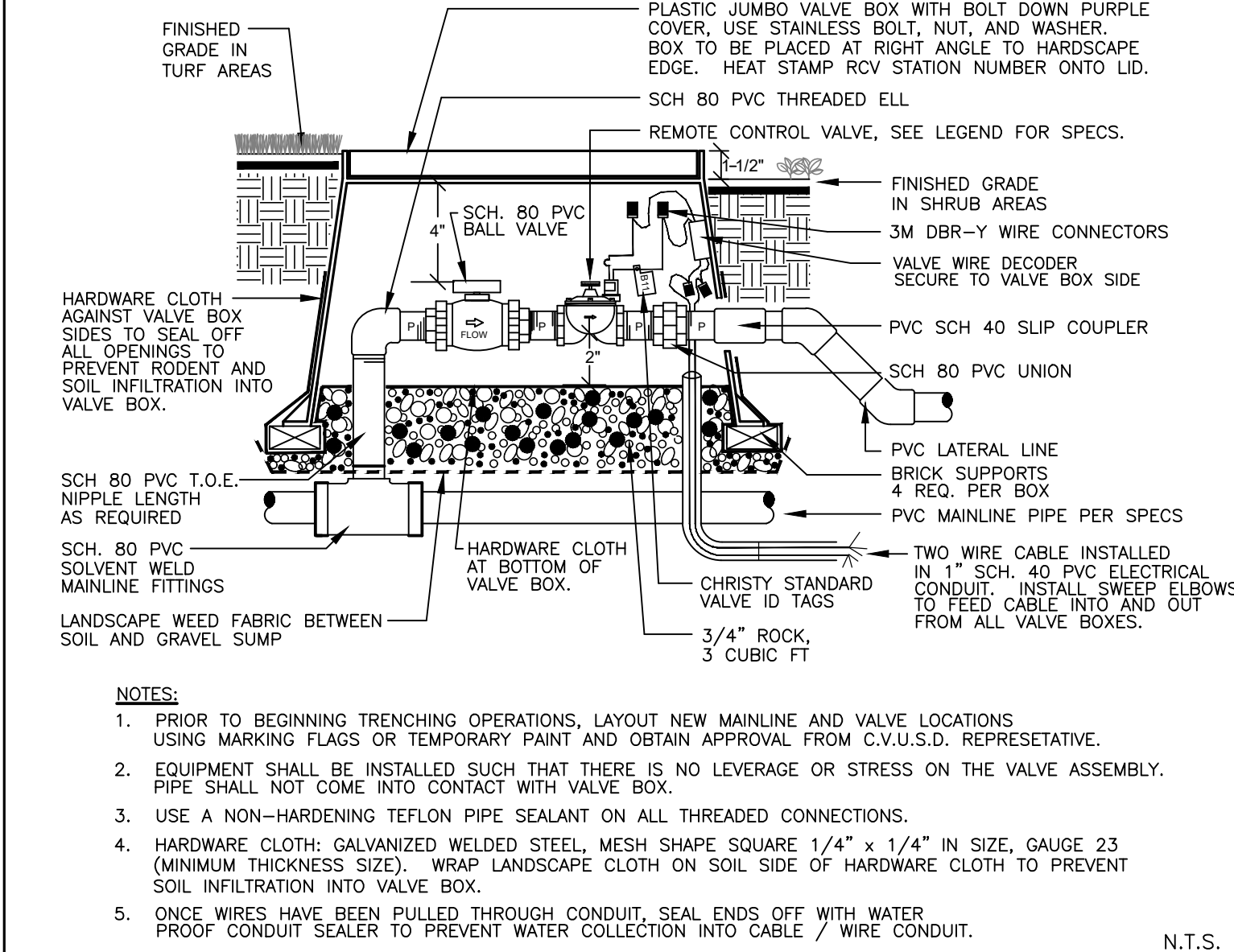
6 CONCRETE THRUST BLOCK ON MAINLINE N.T.S.



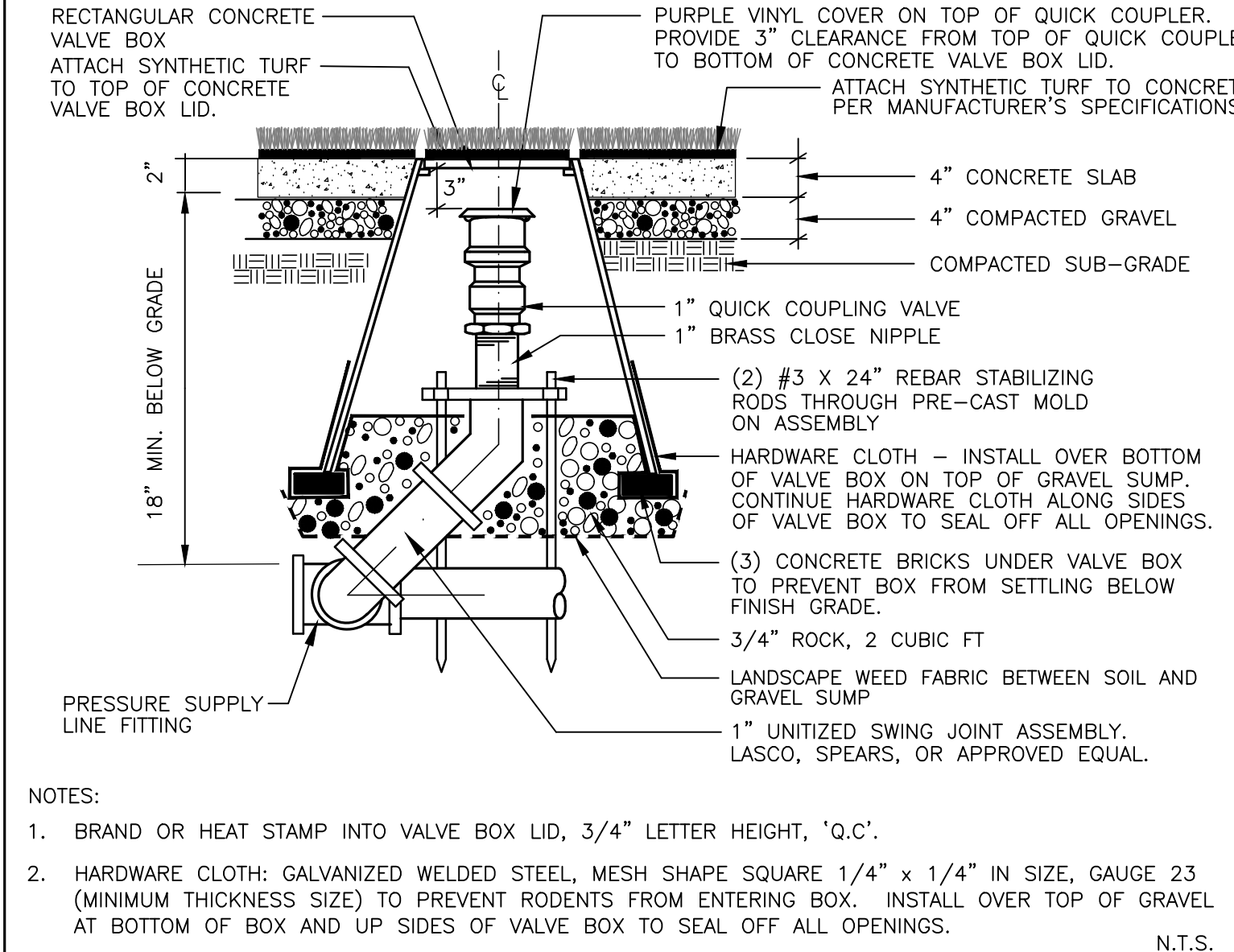
7 DUCTILE IRON GATE VALVE N.T.S.



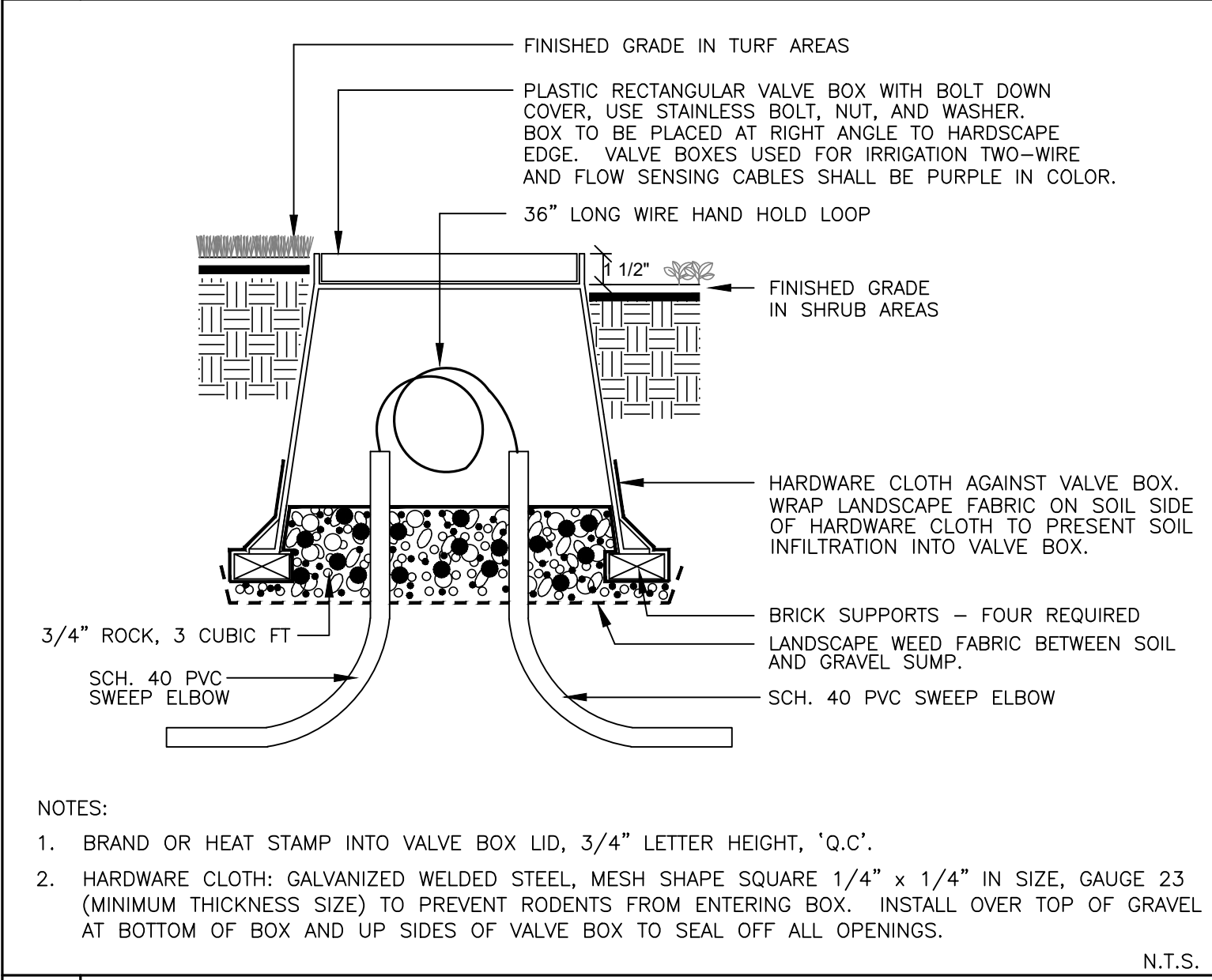
8 SCH. 80 PVC BALL VALVE ON IRRIGATION MAINLINE NOT TO SCALE N.T.S.



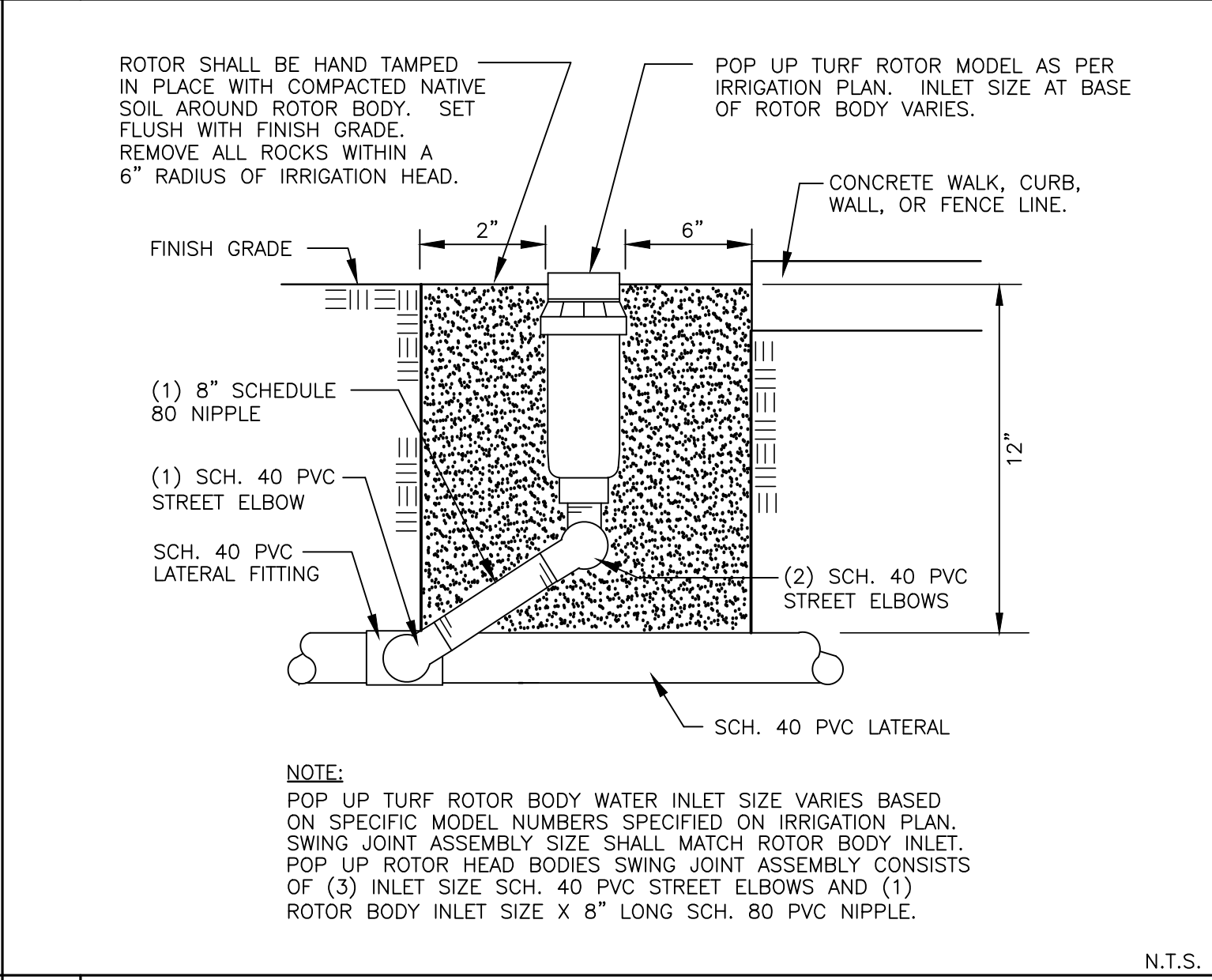
9 REMOTE CONTROL VALVE N.T.S.



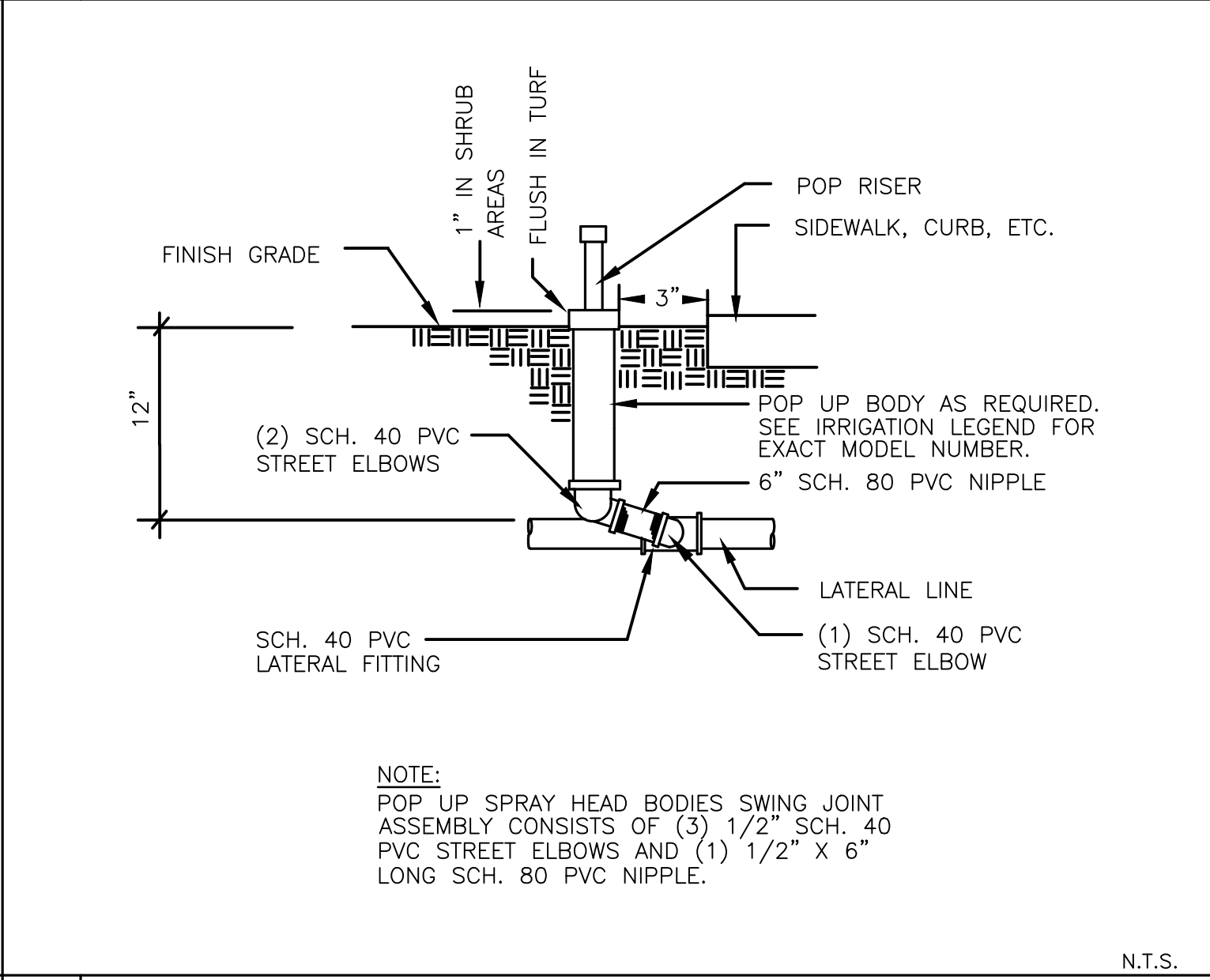
10 QUICK COUPLER IN CONCRETE VALVE BOX WITHIN SYNTHETIC TURF FIELD N.T.S.



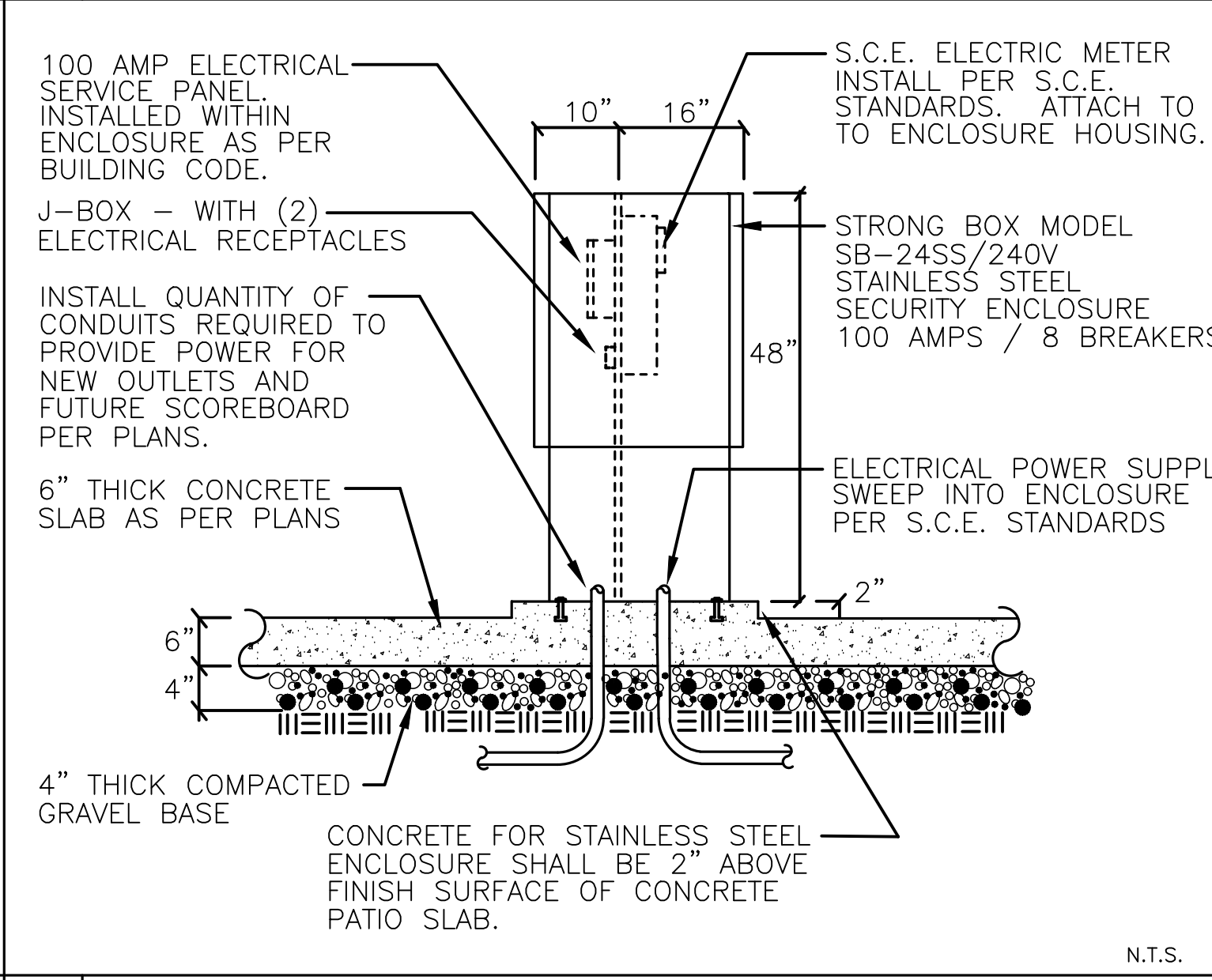
11 TWO WIRE OR FLOW SENSING CABLE PULL BOX N.T.S.



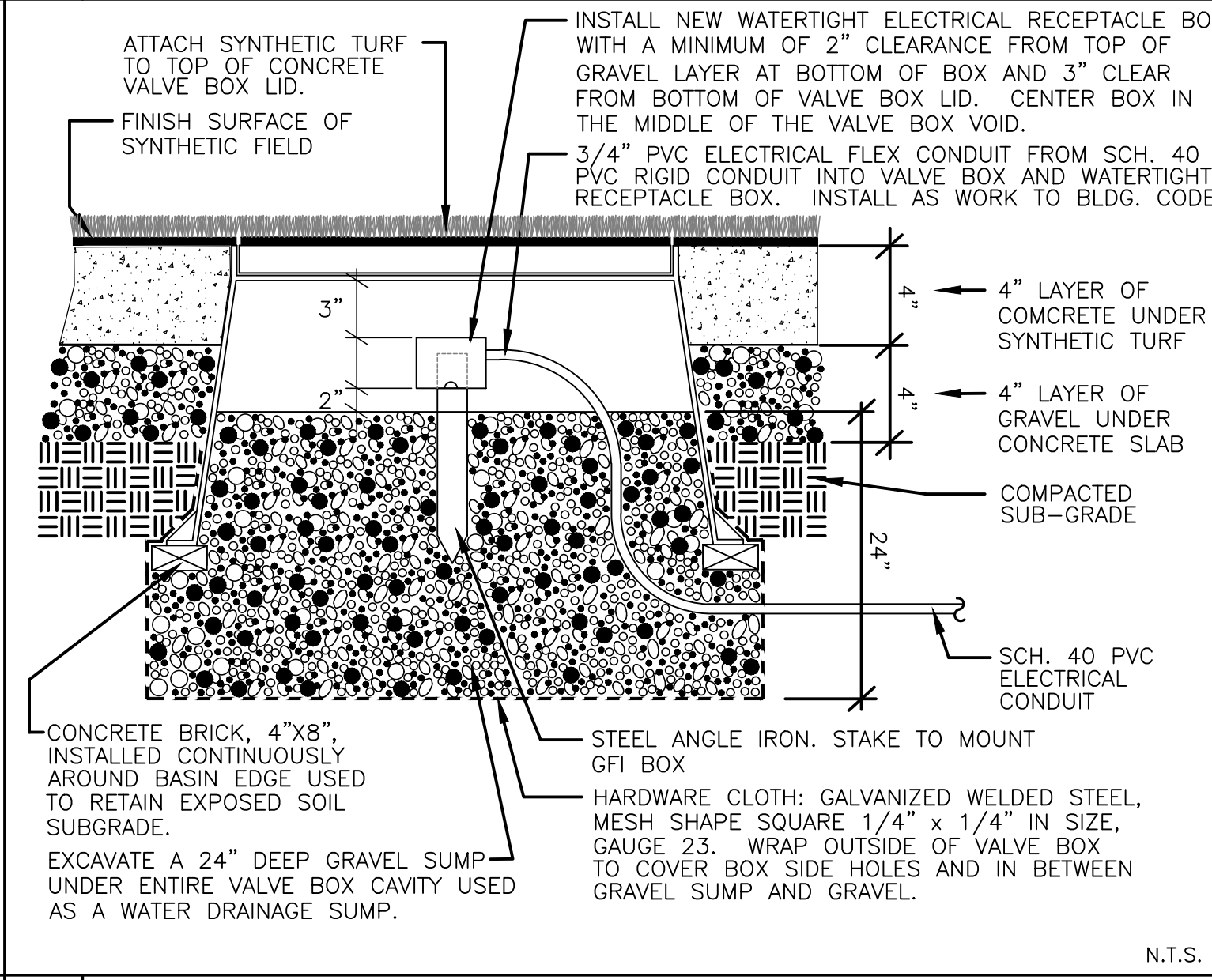
12 POP UP TURF ROTOR N.T.S.



13 POP UP SPRAY HEAD OR ROTATOR HEAD N.T.S.



14 ELECTRICAL PEDESTAL AND PANEL N.T.S.



15 WATERTIGHT ELECTRICAL GFI RECEPTACLE IN A CONCRETE VALVE BOX N.T.S.

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**REVISIONS**

| NO. | DATE | BY | DESCRIPTION |
|-----|------|----|-------------|
|     |      |    |             |
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**CLIENT**  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

**PROJECT:**  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

**SHEET TITLE:**  
**LANDSCAPE DETAILS**

**JORDAN, GILBERT & BAIN**  
 LANDSCAPE ARCHITECTS, INC.  
 459 NORTH VENTURA AVE., VENTURA CA 93001  
 (805) 642-3641 FAX (805) 653-7874  
 Jordan, Gilbert & Bain Landscape Architects, Inc. © 2018

**DRAWN:** \_\_\_\_\_ **DRAWING**  
**DATE:** 7-26-22 **L4.3**  
**BID** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SHEET 13 OF 14**  
**CONSTRUCTION DATE** \_\_\_\_\_ **PROJECT No. 20.16**

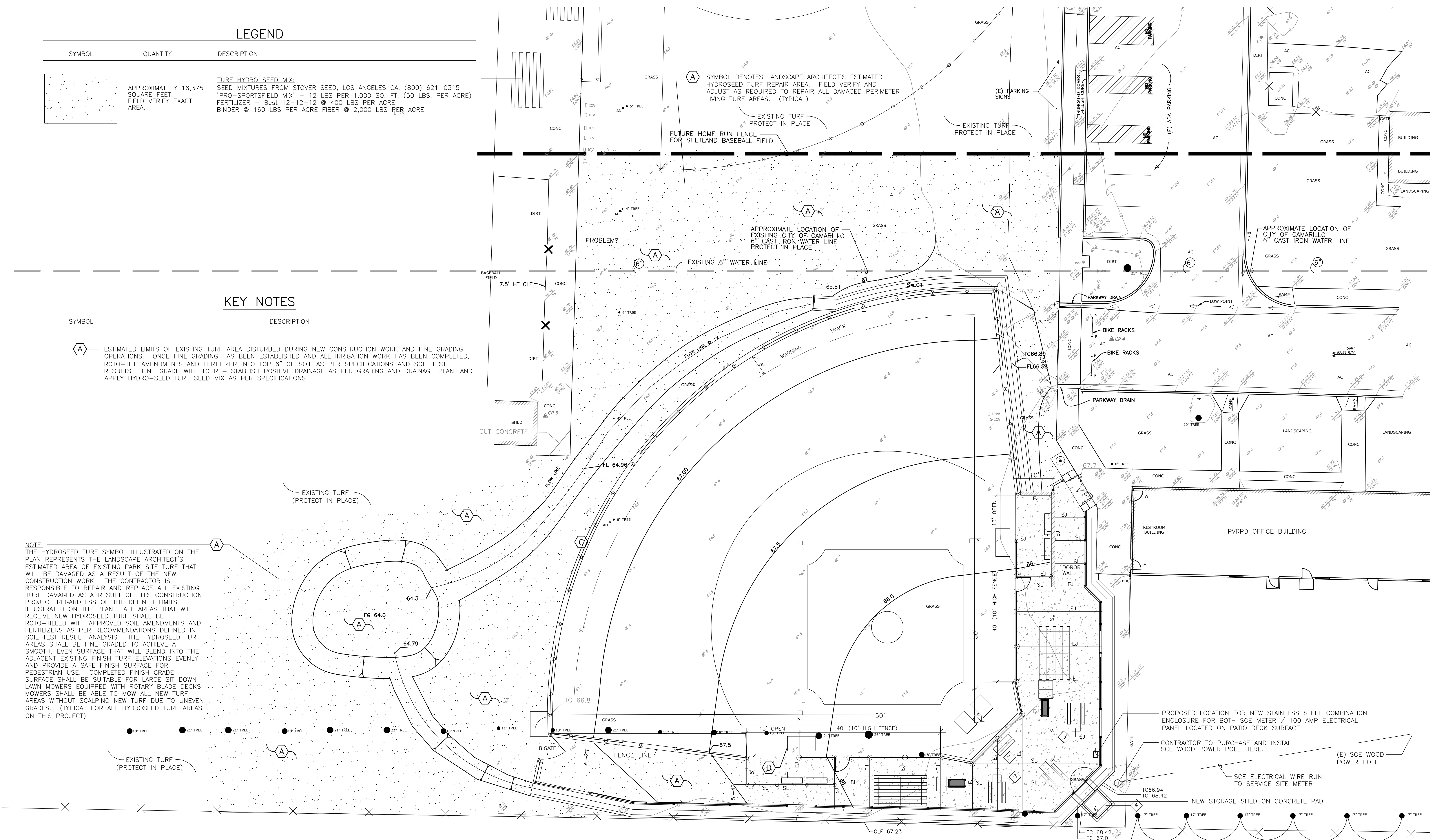
**LEGEND**

| SYMBOL | QUANTITY   | DESCRIPTION  |
|--------|--|--|
|        | APPROXIMATELY 16,375 SQUARE FEET. FIELD VERIFY EXACT AREA. | TURF HYDRO SEED MIX:<br>SEED MIXTURES FROM STOVER SEED, LOS ANGELES CA. (800) 621-0315<br>"PRO-SPORTSFIELD MIX" - 12 LBS PER 1,000 SQ. FT. (50 LBS. PER ACRE)<br>FERTILIZER - Best 12-12-12 @ 400 LBS PER ACRE<br>BINDER @ 160 LBS PER ACRE FIBER @ 2,000 LBS PER ACRE |

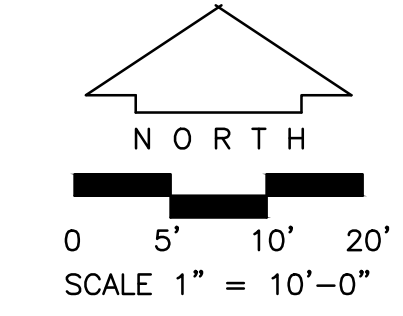
**KEY NOTES**

| SYMBOL | DESCRIPTION  |
|--------|--|
|        | ESTIMATED LIMITS OF EXISTING TURF AREA DISTURBED DURING NEW CONSTRUCTION WORK AND FINE GRADING OPERATIONS. ONCE FINE GRADING HAS BEEN ESTABLISHED AND ALL IRRIGATION WORK HAS BEEN COMPLETED, ROTO-TILL AMENDMENTS AND FERTILIZER INTO TOP 6" OF SOIL AS PER SPECIFICATIONS AND SOIL TEST RESULTS. FINE GRADE WITH TO RE-ESTABLISH POSITIVE DRAINAGE AS PER GRADING AND DRAINAGE PLAN, AND APPLY HYDRO-SEED TURF SEED MIX AS PER SPECIFICATIONS. |

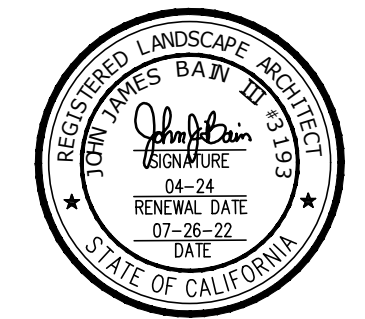
**NOTE:**  
THE HYDROSEED TURF SYMBOL ILLUSTRATED ON THE PLAN REPRESENTS THE LANDSCAPE ARCHITECT'S ESTIMATED AREA OF EXISTING PARK SITE TURF THAT WILL BE DAMAGED AS A RESULT OF THE NEW CONSTRUCTION WORK. THE CONTRACTOR IS RESPONSIBLE TO REPAIR AND REPLACE ALL EXISTING TURF DAMAGED AS A RESULT OF THIS CONSTRUCTION PROJECT REGARDLESS OF THE DEFINED LIMITS ILLUSTRATED ON THE PLAN. ALL AREAS THAT WILL RECEIVE NEW HYDROSEED TURF SHALL BE ROTO-TILLED WITH APPROVED SOIL AMENDMENTS AND FERTILIZERS AS PER RECOMMENDATIONS DEFINED IN SOIL TEST RESULT ANALYSIS. THE HYDROSEED TURF AREAS SHALL BE FINE GRADED TO ACHIEVE A SMOOTH, EVEN SURFACE THAT WILL BLEND INTO THE ADJACENT EXISTING FINISH TURF ELEVATIONS EVENLY AND PROVIDE A SAFE FINISH SURFACE FOR PEDESTRIAN USE. COMPLETED FINISH GRADE SURFACE SHALL BE SUITABLE FOR LARGE SIT DOWN LAWN MOWERS EQUIPPED WITH ROTARY BLADE DECKS. MOWERS SHALL BE ABLE TO MOW ALL NEW TURF AREAS WITHOUT SCALPING NEW TURF DUE TO UNEVEN GRADES. (TYPICAL FOR ALL HYDROSEED TURF AREAS ON THIS PROJECT)



(6) EXISTING TREES TO BE REMOVED TO ALLOW FOR OPEN ABOVE GRADE WIRE ACCESS. SEE EXISTING CONDITIONS AND REMOVALS PLAN FOR ALL TREE REMOVALS REQUIRED FOR THIS PROJECT.



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| REVISIONS |      |    |             |
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CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**PLANTING PLAN**

**JORDAN, GILBERT & BAIN**  
LANDSCAPE ARCHITECTS, INC.  
450 NORTH VENTURA AVE., VENTURA CA 93001  
(805) 642-3641 FAX (805) 653-7874  
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DRAWN: JB  
DATE: 7-26-22  
CONSTRUCTION DATE

DRAWING  
**L5.1**  
SHEET 14 OF 14  
PROJECT No. 20.16

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY  
RECREATION AND PARK DISTRICT AND THE MIRACLE LEAGUE OF THE 805  
REGARDING CONSTRUCTION OF A MIRACLE LEAGUE FIELD TO BE  
LOCATED AT FREEDOM PARK**

This Memorandum of Understanding (MOU) Regarding the Freedom Park East location is entered into by and between the Pleasant Valley Recreation and Park District ("District") and the Miracle League of the 805 ("Miracle League" or "the Permittee") and shall be effective on the date signed by the last party to sign the Agreement. The District and Miracle League are collectively referred to here as the "Parties".

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

**RECITALS**

- A. The District has owned and operated Freedom Park since November 1976.
- B. In 2009 the District began the development of a Freedom Park Master Plan to include the development of conceptual plans, design schemes, project phasing plan and budget documents.
- C. On February 3, 2010, the District Board accepted and approved the Freedom Park Master Plan. On June 2, 2010 the Board hired a consultant to begin Phase 1A (Veterans Field) and Phase 2A (Bronco and Pony Fields) and a portion of Phase 2B (Bronco and Mustang Fields).
- D. On September 6, 2018, the District Board approved updated plans and specifications for the Freedom Park Master Plan Phase 1B to include two fields: 1) Mustang/Pinto field and 2) Pinto field.
- E. On the April 1, 2020, the District Board directed the General Manager to explore a partnership leading to a formal agreement with Miracle League 805, Inc. to build a Miracle League field.
- F. The District owns and manages public parks and recreation facilities in the City of Camarillo, including the park property located at 275 Pleasant Valley Rd. set forth in **Exhibit "A"**, known as the Freedom Park, which referred to herein by this name, or as the **"Park Property."** This definition only refers to Freedom Park and not to any other District parks or recreation facilities.

G. The Parties desire to enter into this Agreement for the purpose of jointly setting terms as it relates to 1) Design Phase, 2) Bid and Construction, 3) Contract and Construction Funding and 4) Use and Maintenance.

WHEREFORE, the Parties hereby agree to the following terms:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. DESIGN WORK AND BUILDING DEVELOPMENT.

a. Miracle League shall hire Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant") to provide professional services required to complete design documents for the Miracle League Field and the adjacent Shetland Field as it relates to the Miracle League Field.

b. District staff and Miracle League will collaborate with Consultant on the initial review of the layout and plans for the Miracle League field, Shetland field, parking needs, and surrounding areas to ensure both fields are compatible and buildable.

c. The intent of this phase is to refine the final plan with as much detail and visual representation as possible. During this phase of the project, as described below, the Parties will develop:

- Site Plan for the Miracle League field and any associated plans that may affect the Shetland Field (Exhibit D).
- Parking lot improvements to the "U" shaped parking area of Skyway Drive (Exhibit D)
- Elevations
- Grading and Drainage Concept (Detention Basin)
- Utility Information
- Site furnishings (bleachers, trash cans, dumpster, scoreboard, trees, fencing, signage, storage unit)
- Landscape Plans and Renderings
- Prepare cost estimates for the aforementioned plans

d. The draft project design (all elements described in subsection c above) will be submitted for review to the Miracle League Ad Hoc Committee ("Ad Hoc Committee"). The Committee shall be comprised of members from both PVRPD board and Miracle League board. The Committee shall make a recommendation to the District Board regarding the finalized design plans.

3. BIDS AND CONSTRUCTION DOCUMENTS.

a. District staff and Consultant will collaborate on drafting of the Bid documents, which shall comply with all applicable laws.

b. The draft Bid Documents will be submitted for review to the Ad Hoc Committee which shall make a recommendation to the District's Board regarding the issuance of the Notice Inviting Bids.

c. The Bid Documents will be approved and issued by the District.

d. Prior to Bid Documents being approved and issued by the District; Miracle League must identify and have a description of in-kind materials and labor.

e. The Ad Hoc Committee will review all Bid responses, interview qualified firms, and recommend to the District Board the Contractor to perform the work per the public bidding process.

f. Upon selection of a Contractor to build the project, the contracting parties ("Contract") will be the District and the Contractor.

g. The Contract will be administered by the District.

4. CONTRACT FUNDING.

a. Miracle League will pay Consultant to perform all necessary work to provide plans for the Miracle League Field as well as any adjustments needed for the Shetland Fields due to changes of the Master Plan.

b. Miracle League shall solicit, procure, and provide the entire cost of the Miracle League fields through private donations. Prior to obtaining the bid approval from the District; Miracle League shall provide the District with a letter of commitment and complete and properly executed payment and performance bonds, with each in the amount not less than 110% percent of the approved bid and in a form approved by the District.

c. Upon selection of the Contractor and prior to issuance of the Notice to Proceed, Miracle League will deposit the approved construction contract amount in a Liability Account (specific to this project) with the District to pay for the project.

d. The Parties recognize that additional work may be desired of the Contractor beyond the initially approved Scope of Work, therefore Miracle League will provide an initial project appropriation in an amount equal to 110% of the Contract. In the event of extra work, the Miracle League, after consultation with the Ad Hoc Committee, will consent to the District's approval of an amendment to the Contract and shall promptly tender to the District any additional funding necessary to complete the project (110% of the extra work).

e. The Parties shall convene a weekly status meeting, at a mutually agreed upon place and time for the purpose to include, but not limited to, review and inspection of the work completed to date and to review a written accounting of funds expended by the District to date.

f. All work and performance of duties under this Agreement shall comply with any and all applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

g. Approval and final acceptance of all work on the project shall be by the District.

h. Miracle League will reimburse the District for all attorney's fees, City fees, and/or County fees incurred in connection with the preparation and negotiation of the construction documents and all agreements. The District will pay these fees and Miracle League will reimburse the District within 30 days. If Miracle League fails to timely reimburse the District, the District may draw on the deposit in the Liability Account for the reimbursement, and Miracle League will be required to replenish the Liability Account in an amount sufficient to maintain 110% of the remaining cost of the project.

#### 5. USE AND MAINTENANCE.

a. Agreement Terms: A Use and Maintenance Agreement shall be finalized and signed simultaneously with this MOU and shall be governed by that such agreement.

6. INDEPENDENT CONTRACTOR. Neither the District nor any of its employees shall have any control over the manner or means by which Miracle League, its contractors, or their employees, perform the services required herein, except as otherwise set forth herein. Miracle League and its contractors shall each perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Miracle League represents and warrants that the personnel used to provide services pursuant to this Agreement are classified by Miracle League or its contractors as employees or volunteers. Neither Miracle League nor its contractors shall at any time or in any manner represent that it or any of its employees, contractors, or volunteers are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Miracle League or its contractors in its business or otherwise or a joint venture or a member of any joint enterprise with Miracle League its contractors. In the event that Miracle League, its contractors or any volunteer or employee of Miracle League 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 Miracle League 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 Miracle League or its contractor or any volunteer or employee used to provide services under this Agreement are employees of the District.



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

a. Insurance Requirements. The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Miracle League shall conform its activities at the Property to any written guidelines provided by CAPRI and will do nothing to limit or jeopardize the District's liability insurance coverage through the CAPRI. Additionally, Miracle League shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

i. Commercial General Liability Insurance. The Miracle League shall procure and maintain, for the duration of the use period contemplated herein, a policy of commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

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

All insurance policies shall name District and District Parties as additional insureds prior to the use of the Property. The Miracle League shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' prior notice to the District of cancellation or any change of coverage or limits. In the event any of said policies of insurance are cancelled or amended, Miracle League shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Miracle League of the 805 access to the Property. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is

on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CAPRI.

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Miracle League maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Miracle League. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Miracle League agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Miracle League may be held responsible for the payment of damages to any persons or property resulting from Miracle League activities or the activities of any person or persons for which Miracle League is otherwise responsible.

All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

iii. Indemnification. Miracle League shall indemnify, defend, and hold harmless District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to Miracle Leagues use or occupancy of a facility or property controlled by the District, unless solely caused by the gross negligence or willful misconduct of District, its officers, employees, or agents "District Parties".

8. FORCE MAJEURE. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Parties shall each be temporarily excused from its obligations under this agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event, with the time for completion of such obligation extended by the number of days that such Party has been delayed, as agreed to by the other Party. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Miracle League waives any right of recovery against District for losses resulting from a Forces Majeure Event and the Miracle League shall not charge results of "acts of God" to District, its officers, employees, or agents.

a. Obligation to Repair and Restore Damage Due to Casualty. If the Project is totally or partially destroyed by earthquake or fire or other casualty required to be insured against by Developer, and the proceeds available from the insurer are sufficient

to repair such casualty, the Miracle League shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the project to substantially the same condition as the project is required to be developed and maintained in pursuant to this Agreement, and the Miracle League shall complete the same as soon as possible thereafter so that the project can be completed and operated in accordance with this Agreement.

Subject to extensions of time for "force majeure" events described above, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Miracle League obtains insurance proceeds unless District's General Manager, in his or her sole and absolute discretion, approves a longer period of time. District shall cooperate with the Miracle League, at no expense to District, in obtaining any governmental permits required for the repair, replacement, or restoration.

If Contractor fails to obtain insurance as required by this Agreement (and District has not procured such insurance and charged the Miracle League for the cost), the Miracle League shall nevertheless be obligated to reconstruct and repair any partial or total damage to the project and improvements to allow the Miracle League to complete the project accordance with this Agreement.

9. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS.

a. Miracle League shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

b. The Miracle League agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

c. The Miracle League further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

d. District reserves the right to immediately suspend the agreement for an emergency that poses an immediate threat to a person's health, security, property, or environment.

e. The District reserves the right to suspend Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 15-day period. The District also reserves the right to revoke Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 60-day period.

10. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior

agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by authorized representatives of both parties.

11. NOTICES.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District  
Attention: Mary Otten, General Manager  
1605 E. Burnley Street  
Camarillo, CA 93010  
Email: [motten@pvrpd.org](mailto:motten@pvrpd.org)

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

12. INTERPRETATION. This Agreement will be construed under the laws of the State of California, and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

By:   
Mark Malloy, Board President

Dated: 9/1/2021

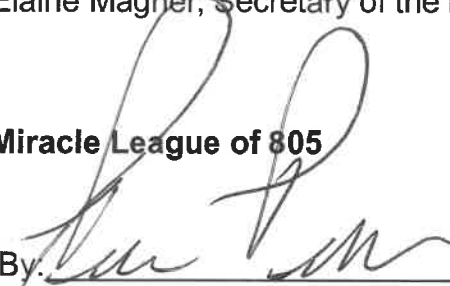
ATTEST:

APPROVED AS TO FORM:

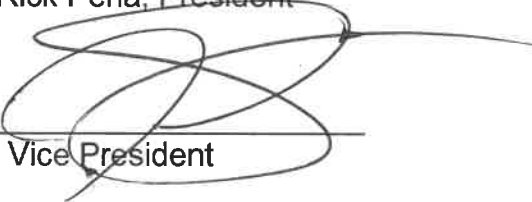
  
Elaine Magner, Secretary of the Board

  
*for* Tiffany J. Israel, District Counsel

**Miracle League of 805**

By:   
Rick Pena, President

Dated: 9-10-21

By:   
Vice President

Dated: 9/10/2021

EXHIBIT "A"

# Freedom Park - East



# Freedom Park Field Layout



# Approximate Field Size





EXHIBIT "B"

# Freedom Park - Master Plan Attachment 1



EXHIBIT "C"

# Freedom Park - Master Plan with Miracle League Location Identified Attachment 2



## EXHIBIT "D"

### **Items to be addressed due to Field Location:**

Miracle League will be responsible to address the following items as it relates to the change in locations of a Shetland/Pinto Field per the original Freedom Park Master Plan. This shall be accomplished through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field and/or the specific project listed in items 1-3 below.

1. Drainage due to rubberized surface,
2. Reconfiguring Irrigation,
3. Move or relocate the City's water mainline located within the Miracle League Field per the City of Camarillo specifications.
4. Additional Parking Improvements and ADA requirements to the "U" shaped parking area of Skyway Drive as shown below and to include:
  - a. Construct a passenger loading zone for a minimum of 2 vans along the westside of the liberty building as identified below or other option to fulfill drop off location (approved by the District).
  - b. Construct walkways affiliated with the passenger loading zones to meet ADA requirements.
  - c. Additional ADA parking requirements to the "U" shaped lot due to the increased (one) field located at the east end of Freedom Park and due to the change of the Freedom Park Master Plan.

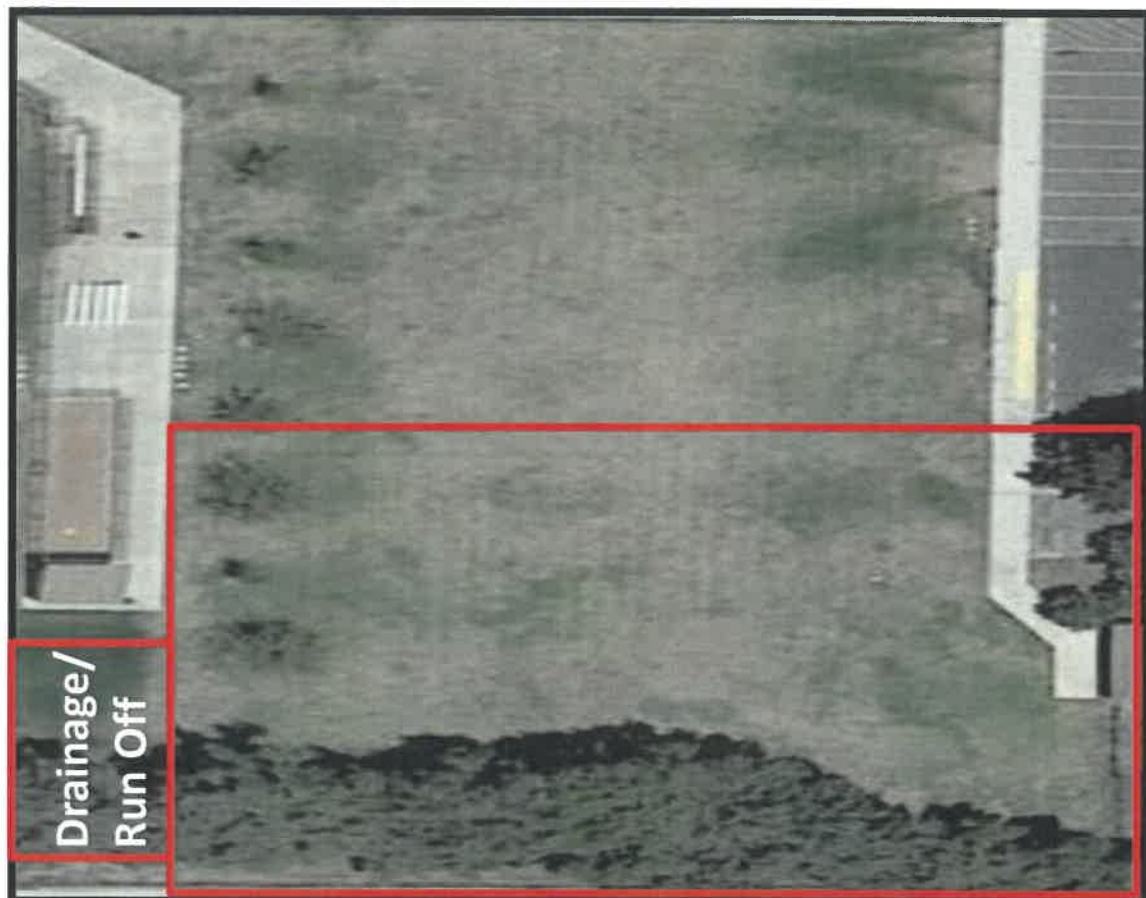
Exhibit \_\_\_\_ : U Shape Parking Lot Area



Miracle League will be responsible to address the following items as part of the overall project and location of the Miracle League Field and through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field.

1. Install a separate Electrical Meter should one be needed
2. Install a separate submeter for water should one be needed
3. Remove any trees affiliated with the project to include those along Pleasant Valley Road next to the field, any drop off areas, drainage paths, location of storage shed
4. Install a tuff shed no larger than 10 x 10 to include a concrete pad and removal and repair of District fencing along the southern and western corner behind the staff offices (behind home plate)
5. Provide amenities such as trash cans, seating, benches, score board, memorial or donor wall (must be approved prior to purchase and install), etc.

#### Tree Removal and Potential Fencing Alteration Areas



**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND THE  
MIRACLE LEAGUE OF THE 805 REGARDING CONSTRUCTION OF A MIRACLE  
LEAGUE FIELD TO BE LOCATED AT FREEDOM PARK**

This Memorandum of Understanding (MOU) Regarding the Freedom Park East location is entered into by and between the Pleasant Valley Recreation and Park District (“District”) and the Miracle League of the 805 (“Miracle League” or “the Permittee”) and shall be effective on the date signed by the last party to sign the Agreement. The District and Miracle League are collectively referred to here as the “Parties”.

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

**RECITALS**

- A. The District has owned and operated Freedom Park since November 1976.
- B. In 2009 the District began the development of a Freedom Park Master Plan to include the development of conceptual plans, design schemes, project phasing plan and budget documents.
- C. On February 3, 2010, the District Board accepted and approved the Freedom Park Master Plan. On June 2, 2010 the Board hired a consultant to begin Phase 1A (Veterans Field) and Phase 2A (Bronco and Pony Fields) and a portion of Phase 2B (Bronco and Mustang Fields).
- D. On September 6, 2018, the District Board approved updated plans and specifications for the Freedom Park Master Plan Phase 1B to include two fields: 1) Mustang/Pinto field and 2) Pinto field.
- E. On the April 1, 2020, the District Board directed the General Manager to explore a partnership leading to a formal agreement with Miracle League 805, Inc. to build a Miracle League field.
- F. The District owns and manages public parks and recreation facilities in the City of Camarillo, including the park property located at 275 Pleasant Valley Rd. set forth in **Exhibit “A”**, known as the Freedom Park, which referred to herein by this name, or as the **“Park Property.”** This definition only refers to Freedom Park and not to any other District parks or recreation facilities.

G. The Parties desire to enter into this Agreement for the purpose of jointly setting terms as it relates to 1) Design Phase, 2) Bid and Construction, 3) Contract and Construction Funding and 4) Use and Maintenance.

WHEREFORE, the Parties hereby agree to the following terms:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. DESIGN WORK AND BUILDING DEVELOPMENT.

a. Miracle League shall hire Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant") to provide professional services required to complete design documents for the Miracle League Field and the adjacent Shetland Field as it relates to the Miracle League Field.

b. District staff and Miracle League will collaborate with Consultant on the initial review of the layout and plans for the Miracle League field, Shetland field, parking needs, and surrounding areas to ensure both fields are compatible and buildable.

c. The intent of this phase is to refine the final plan with as much detail and visual representation as possible. During this phase of the project, as described below, the Parties will develop:

- Site Plan for the Miracle League field and any associated plans that may affect the Shetland Field (Exhibit D).
- Parking lot improvements to the "U" shaped parking area of Skyway Drive (Exhibit D)
- Elevations
- Grading and Drainage Concept (Detention Basin)
- Utility Information
- Site furnishings (bleachers, trash cans, dumpster, scoreboard, trees, fencing, signage, storage unit)
- Landscape Plans and Renderings
- Prepare cost estimates for the aforementioned plans

d. The draft project design (all elements described in subsection c above) will be submitted for review to the Miracle League Ad Hoc Committee ("Ad Hoc Committee"). The Committee shall be comprised of members from both PVRPD board and Miracle League board. The Committee shall make a recommendation to the District Board regarding the finalized design plans.

3. BIDS AND CONSTRUCTION DOCUMENTS.

a. District staff and Consultant will collaborate on drafting of the Bid documents, which shall comply with all applicable laws.

b. The draft Bid Documents will be submitted for review to the Ad Hoc Committee which shall make a recommendation to the District's Board regarding the issuance of the Notice Inviting Bids.

c. The Bid Documents will be approved and issued by the District.

d. Prior to Bid Documents being approved and issued by the District; Miracle League must identify and have a description of in-kind materials and labor.

e. The Ad Hoc Committee will review all Bid responses, interview qualified firms, and recommend to the District Board the Contractor to perform the work per the public bidding process.

f. Upon selection of a Contractor to build the project, the contracting parties ("Contract") will be the District and the Contractor.

g. The Contract will be administered by the District.

4. CONTRACT FUNDING.

a. Miracle League will pay Consultant to perform all necessary work to provide plans for the Miracle League Field as well as any adjustments needed for the Shetland Field due to changes of the Master Plan.

b. Miracle League shall solicit, procure, and provide the entire cost of the Miracle League field through private donations. Prior to staff obtaining authorization to bid from the District's Board; Miracle League shall provide the District with a letter of commitment in an amount not less than 110% of the engineer's/construction estimate in a form (Exhibit E) approved by the District. After the initial proof of funds, Miracle League must provide proof of funds each month until which time the funds are transferred into the District Liability account.

c. After bidding the project and at least one week prior the District's award of contract, Miracle League must deposit 110% of the approved construction contract amount into a District Liability Account (specific to this project) to pay for the project ("Deposit"). Miracle League may, no more than monthly, ask the District for an accounting of expenditures from the Deposit.

d. The Parties recognize that additional work may be desired of the Contractor beyond the initially approved Scope of Work and the Deposit. In the event of extra work which would exhaust the Deposit, the Miracle League, after consultation with the Ad Hoc Committee, will consent to the District's approval of an amendment to the Contract and shall promptly tender to the District any additional funding necessary to complete the project (in the amount of 110% of the extra work) before the District will authorize the

change order or amendment to the Agreement.

e. Upon the completion and acceptance of construction of the Miracle League Field by the District, including full payment of all construction costs and any other required costs per the construction agreement, and if Miracle League is not in breach of this Agreement; the District shall return the portion of the Liability Account for which the District has no further outstanding costs along with an accounting of the costs incurred by the District through the end of the term of this Agreement.

f. The Parties shall convene a weekly status meeting, at a mutually agreed upon place and time for the purpose to include, but not limited to, review and inspection of the work completed to date and to review a written accounting of funds expended by the District to date.

g. All work and performance of duties under this Agreement shall comply with any and all applicable federal, state, and local laws, ordinances, regulations, policies, and procedures.

h. Approval and final acceptance of all work on the project shall be by the District.

i. Miracle League will reimburse the District for all attorney's fees, City fees, and/or County fees incurred in connection with the preparation and negotiation of the construction documents and all agreements. The District will pay these fees and Miracle League will reimburse the District within 30 days. If Miracle League fails to timely reimburse the District, the District may draw on the deposit in the Liability Account for the reimbursement, and Miracle League will be required to replenish the Liability Account in an amount sufficient to maintain 110% of the remaining cost of the project.

## 5. USE AND MAINTENANCE.

a. Agreement Terms: A Use and Maintenance Agreement shall be finalized and signed simultaneously with this MOU and shall be governed by that such agreement.

6. INDEPENDENT CONTRACTOR. Neither the District nor any of its employees shall have any control over the manner or means by which Miracle League, its contractors, or their employees, perform the services required herein, except as otherwise set forth herein. Miracle League and its contractors shall each perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Miracle League represents and warrants that the personnel used to provide services pursuant to this Agreement are classified by Miracle League or its contractors as employees or volunteers. Neither Miracle League nor its contractors shall at any time or in any manner represent that it or any of its employees, contractors, or volunteers are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Miracle League or its contractors in its business or otherwise or a joint venture or a member of any joint enterprise with Miracle League its contractors. In the event that Miracle League , its contractors or any volunteer or employee of Miracle League 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 Miracle League 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 Miracle League or its contractor or any volunteer or employee used to provide services under this Agreement are employees of the District.

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

a. Insurance Requirements. The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Miracle League shall conform its activities at the Property to any written guidelines provided by CAPRI and will do nothing to limit or jeopardize the District's liability insurance coverage through the CAPRI. Additionally, Miracle League shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

i. Commercial General Liability Insurance. The Miracle League shall procure and maintain, for the duration of the use period contemplated herein, a policy of commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

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

All insurance policies shall name District and District Parties as additional insureds prior to

the use of the Property. The Miracle League shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' prior notice to the District of cancellation or any change of coverage or limits. In the event any of said policies of insurance are cancelled or amended, Miracle League shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Miracle League of the 805 access to the Property. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CAPRI.

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Miracle League maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Miracle League. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Miracle League agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Miracle League may be held responsible for the payment of damages to any persons or property resulting from Miracle League activities or the activities of any person or persons for which Miracle League is otherwise responsible.

All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

iii. Indemnification. Miracle League shall indemnify, defend, and hold harmless District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to Miracle Leagues use or occupancy of a facility or property controlled by the District, unless solely caused by the gross negligence or willful misconduct of District, its officers, employees, or agents "District Parties".

8. FORCE MAJEURE. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Parties shall each be temporarily excused from its obligations under this agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event, with the time for completion of such obligation extended by the number of days that such Party has been delayed, as agreed to by the other Party. For purposes of this agreement, a "Force

Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Miracle League waives any right of recovery against District for losses resulting from a Forces Majeure Event and the Miracle League shall not charge results of “acts of God” to District, its officers, employees, or agents.

a. Obligation to Repair and Restore Damage Due to Casualty. If the Project is totally or partially destroyed by earthquake or fire or other casualty required to be insured against by Developer, and the proceeds available from the insurer are sufficient to repair such casualty, the Miracle League shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the project to substantially the same condition as the project is required to be developed and maintained in pursuant to this Agreement, and the Miracle League shall complete the same as soon as possible thereafter so that the project can be completed and operated in accordance with this Agreement.

Subject to extensions of time for “force majeure” events described above, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Miracle League obtains insurance proceeds unless District’s General Manager, in his or her sole and absolute discretion, approves a longer period of time. District shall cooperate with the Miracle League, at no expense to District, in obtaining any governmental permits required for the repair, replacement, or restoration.

If Contractor fails to obtain insurance as required by this Agreement (and District has not procured such insurance and charged the Miracle League for the cost), the Miracle League shall nevertheless be obligated to reconstruct and repair any partial or total damage to the project and improvements to allow the Miracle League to complete the project accordance with this Agreement.

## 9. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS.

a. Miracle League shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

b. The Miracle League agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

c. The Miracle League further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

d. District reserves the right to immediately suspend the agreement for an emergency that poses an immediate threat to a person’s health, security, property, or environment.

e. The District reserves the right to suspend Miracle League’s right to use

Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 15-day period. The District also reserves the right to revoke Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 60-day period.

10. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by authorized representatives of both parties.

11. NOTICES.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District  
Attention: Mary Otten, General Manager  
1605 E. Burnley Street  
Camarillo, CA 93010  
Email: [motten@pvrpd.org](mailto:motten@pvrpd.org)

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

12. INTERPRETATION. This Agreement will be construed under the laws of the State of California, and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

By: \_\_\_\_\_  
Mark Malloy, Board President

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Elaine Magner, Secretary of the Board

\_\_\_\_\_  
Tiffany J. Israel, District Counsel

**Miracle League of 805**

By: \_\_\_\_\_  
Rick Pena, President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Vice President

Dated: \_\_\_\_\_

EXHIBIT "A"

# Freedom Park -East



# Freedom Park Field Layout



# Approximate Field Size

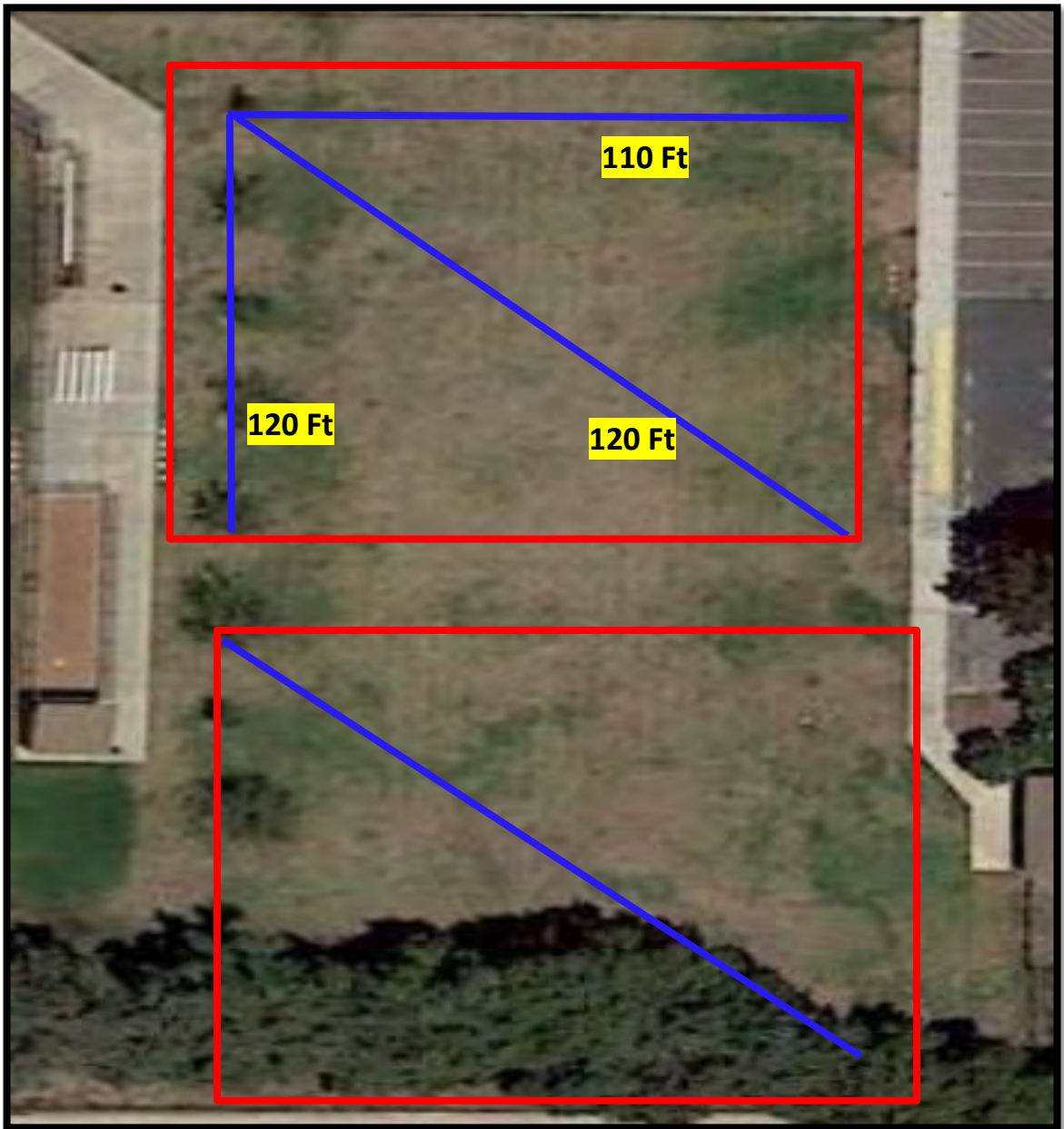




EXHIBIT "B"

# Freedom Park - Master Plan Attachment 1



EXHIBIT "C"

# Freedom Park - Master Plan with Miracle League Location Identified Attachment 2



## EXHIBIT "D"

### **Items to be addressed due to Field Location:**

Miracle League will be responsible to address the following items as it relates to the change in locations of a Shetland/Pinto Field per the original Freedom Park Master Plan. This shall be accomplished through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field and/or the specific project listed in items 1-3 below.

1. Drainage due to rubberized surface,
2. Reconfiguring Irrigation,
3. Move or relocate the City's water mainline located within the Miracle League Field per the City of Camarillo specifications.
4. Additional Parking Improvements and ADA requirements to the "U" shaped parking area of Skyway Drive as shown below and to include:
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  - b. Construct walkways affiliated with the passenger loading zones to meet ADA requirements.
  - c. Additional ADA parking requirements to the "U" shaped lot due to the increased (one) field located at the east end of Freedom Park and due to the change of the Freedom Park Master Plan.

Exhibit \_\_\_\_ : U Shape Parking Lot Area



Miracle League will be responsible to address the following items as part of the overall project and location of the Miracle League Field and through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field.

1. Install a separate Electrical Meter should one be needed
2. Install a separate submeter for water should one be needed
3. Remove any trees affiliated with the project to include those along Pleasant Valley Road next to the field, any drop off areas, drainage paths, location of storage shed
4. Install a tuff shed no larger than 10 x 10 to include a concrete pad and removal and repair of District fencing along the southern and western corner behind the staff offices (behind home plate)
5. Provide amenities such as trash cans, seating, benches, score board, memorial or donor wall (must be approved prior to purchase and install), etc.

#### Tree Removal and Potential Fencing Alteration Areas



## EXHIBIT "E"

A proof of funds letter will be required from the bank(s). The letter is used to verify that Miracle League has the funds required to build the project.

Items that must be included in the Proof of Funds Letter include:

- Banks name and address
- Official bank statement
- Balance of funds in all accounts for the required 110% of agreement
- Certified financial statement
- Signature of an authorized bank employee

### Proof of Funds Letter Template

Date

Name of Bank

Address of Bank

Address of Bank

Phone number and email address

Dear (Name):

This letter and enclosed financial statement(s) are to certify that Miracle League has been a client with our bank since (Year) and is in good standing.

Miracle League has a total combined balance of cash deposits with our bank of USD \$\_\_\_\_\_. We have attached copies of the statements for Miracle League's accounts at our bank.

If you require any further information or have any questions, please do not hesitate to contact us directly at (phone number and email address).

Sincerely,

Signature

Name of Bank Agent

Title

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning MPA CRPD, Administrative Analyst**  
**Brandon Lopez, Park Supervisor**  
**Lanny Binney, Recreation Supervisor**

**DATE: September 7, 2022**

**SUBJECT: APPROVAL OF DISC GOLF COURSE PILOT PROGRAM**

**SUMMARY**

Members of the Disc Golf Community have approached Pleasant Valley Recreation and Park District (PVRPD) to build a permanent Disc Golf course within PVRPD boundaries. The District has reviewed the 28 District parks, held discussions with the Long Range Committee, and is now presenting a proposal to start a pilot program for Disc Golf.

**BACKGROUND**

Disc Golf started with people using Frisbees and aiming at targets made up of trees, trash cans, light poles, pipes, and whatever was handy. Disc golf is similar to traditional golf, but instead of using clubs and balls aiming for a hole, players use plastic discs and aim for a basket, a pole extending up from the ground with chains and a basket where the disc lands. The game's object is like regular golf by completing each hole in the fewest throws, starting from a tee area and finishing with the disc coming to a rest in the basket.

Like other outdoor activities, Disc Golf has increased in popularity due to the COVID-19 pandemic with people doing more outdoor activities. Membership in the Professional Disc Golf Association (PDGA) grew from 53,366 in 2019 to 71,016 in 2020, increasing by 33%. Both Conejo Recreation & Park District (CRPD) and Rancho Simi Recreation and Park District (RSRPD) have multiple permanent Disc Golf courses. CRPD has Rabbit Flats Disc Golf Course and Sapwi Trails Disc Golf Course. RSRPD has courses at Sycamore Park, Sequoia Park, and Chaparral Park. The City of Moorpark has a Disc Golf practice area at Arroyo Vista Community Park with two baskets, one at a permanent location basket, and a second basket that can be placed in two different locations.

Currently, Disc Golf players are already playing within our parks, either playing using random objects within the park to throw at or setting up portable nets. For example, local players have already designed a nine-hole course at Heritage Park that they bring portable baskets to play. At Laurelwood Park, a local resident set up their temporary nets at the request of players. While not our park, players use the barranca trails next to Mission Oaks Park.

Disc Golf enthusiasts have spoken during the public comment period at the PVRPD Board meeting and have presented potential course information at the March, May, and July Long Range Committee meetings.

### **ANALYSIS**

On Wednesday, April 13, Park Supervisor Brandon Lopez, Recreation Supervisor Lanny Binney, and Administrative Analyst Dylan Gunning met to discuss Disc Golf opportunities at all 28 of the District's parks. When looking at the parks, acres, amenities, and current usage were all considered. Generally, five to 10 acres are needed for a nine-hole course and 20 to 25 acres for an 18-hole course. As a rule of thumb, one acre per basket is a good starting point when considering building a course.

After looking at the pros and cons of each park, four parks were marked as worthy locations, six parks were marked as possible locations, and 18 parks were marked as not suitable locations. The District staff recommends four parks for additional review: Valle Lindo, Heritage, Lokker, and Encanto Park. Adolfo, Camarillo Grove, Foothill, Pitts Ranch, Quito, and Woodside were the six with possible consideration.

The Park Supervisor, Recreation Supervisor, and Administrative Analyst visited Valle Lindo, Heritage Park, Lokker Park, and Encanto Park for further consideration.

**Valle Lindo** was recommended as a prime location for Disc Golf for the following reasons:

- 10 acres
- Has Restroom Facilities
- Possible challenging layout for a course among the trees

The proposed path would be on the park's perimeter, including the northern and eastern sides among the trees. The conversion to include Disc Golf at Valle Lindo would require limited adjustments to the current park.

Some **negative** elements include limited parking, soccer programs offered in the open space, and the neighboring school.

**Heritage Park** was recommended as a prime location for Disc Golf for the following reasons:

- 9 acres
- Possible challenging layout for a course among the trees
- The Conejo Disc Golf Club and other community members already use it
- PVRPD has used it as a temporary Disc Golf course in the past for special events

The conversion to include Disc Golf at Heritage would require limited adjustments to the current park. The proposed path would be on the perimeter of the park.

Some **negative** elements include limited street parking only, soccer programs are offered in the open space and there are no restrooms.

**Lokker Park** was recommended as a prime location for Disc Golf for the following reasons:

- 7 acres

The proposed path would be on the perimeter of the park. While the park is used for sports practice, the park offers plenty of perimeter space and unused areas ideal for Disc Golf.

Some **negative** elements include no restroom and some soccer usage.

**Encanto Park** offers a different opportunity for Disc Golf than the three mentioned. It is a smaller park of only 3 acres. However, it provides some street parking, limited usage, and large walls/fences surrounding the park. The proposed path would be on the park’s perimeter, with the proposed course using fewer baskets but nine tee locations allowing players to throw from different locations to the same basket, creating the nine holes. Some negative elements include no restroom, some outdoor contract instructor-led exercise classes, and the limited size of the park.

At any of these locations, multiple courses at the same park could be designed during the design phase, including using the same tee locations. This approach could have different skill levels where one basket is positioned for beginners and the other for advanced players. Offering dual-use courses would let players do multiple rounds, thus prolonging their visit. This can be accomplished by having double the number of baskets. Another approach could be explored by installing multiple ground sleeves for the baskets allowing the baskets to be repositioned by District staff from time to time. However, there can be disadvantages for dual courses, including baskets being too close to each other and the added expense of equipment.

The District received three quotes for Disc Golf Baskets for a possible 9-hole course.

| <b>Brand</b>          | <b>Basket Style</b> | <b>Cost of 9 Baskets</b> |
|-----------------------|---------------------|--------------------------|
| Disc Golf Association | Mach 5              | \$4,309.23               |
| Disc Golf Association | Mach 7              | \$4,500.85               |
| Innova Disc Golf      | Discatcher Pro 28   | \$4,483.04               |
| Dynamic Discs         | Veteran             | \$4,230                  |
| Dynamic Discs         | Patriot             | \$3,215                  |

Below is a comparison of the different styles of baskets.

| <b>Features</b>                     | <b>Mach 5</b>         | <b>Mach 7</b> | <b>Discatcher Pro</b> | <b>Veteran</b> | <b>Patriot</b> |
|-------------------------------------|-----------------------|---------------|-----------------------|----------------|----------------|
| <b>Number of Chains Strands</b>     | 24                    | 28            | 28                    | 28             | 26             |
| <b>Rows of Chain</b>                | 3 Rows                | 3 Rows        | 3 Rows                | 2 Rows         | 2 Rows         |
| <b>Metal Finish</b>                 | Hot-Dipped Galvanized |               |                       |                |                |
| <b>Color Powder Coating Options</b> | Yes                   | Yes           | Yes                   | Yes            | Yes            |
| <b>Warranty</b>                     | 25 years              | 25 years      | 20 years              | 25 years       | 25 Years       |
| <b>PDGA Tournament Rated</b>        | Championship          |               |                       |                |                |

For the purposes of the District, the Mach 5 model would meet the needs of the District.

Additions can be included with the course, including hole number signs for the baskets, course signs, and rule signs. Each basket would need a number plate to indicate which hole it was. They



are \$30- \$40 each—an addition of \$290 to \$360 to the course. Depending on the style, tee signs and rule signs range from \$40 to \$105—an estimate of \$1,150 plus or minus to be added.

Our parks crew could complete the installation. Each basket installation involves digging a hole, adding a bag of concrete, and installing the basket.

The District must consider the liability of building a Disc Golf course. District staff reached out to our insurance provider, CAPRI, regarding Disc Golf. CAPRI recommends that the course has appropriate signage warning the public that (1) they are on a Disc Golf course and (2) that they play at their own risk. Signage is needed outlining the course rules (i.e., identifying out of bounds and course directions) and general park rules (i.e., open dawn to dusk).

If the park includes a playground, the District must ensure that the disc is not thrown in the direction of the playground but rather away, or if need be parallel to the playground to avoid discs from entering the playground. In these cases, plenty of signage for both the disc golf player that the playground area is out of bounds and signage for the playground users of the disc golf area of play.

District staff presented these findings to the Long Range Committee on May 11, 2022 where it was determined to work with the local disc golf experts to come up with proposed course maps.

Recreation Supervisor Lanny Binney, Park Supervisor Brandon Lopez, and Administrative Analyst Dylan Gunning met with Joe Zimmerly, founder of the Camarillo Disc Golf Board, and Mike Bryne, a local disc golf player from the Conejo Disc Golf Club to tour Heritage Park, Valle Lindo Park, and Lokker Park following the recommendation of the Long Range Committee. The group reviewed each park location for possible locations to place baskets, tee locations, and the path of travel.

After meeting with Joe and Mike, District staff requested they develop recommendations on the number of baskets, locations, and path of travel that would provide a fun, safe course for the community to enjoy. The District received two maps for Heritage Park and Valle Lindo Park. The Disc Golf Club did not provide a map for Lokker Park by the time of the posting of this report.

### **Heritage Park**

At Heritage Park, the group provided a map with a 9-hole course. They stated “that as a club, they feel the best option is Heritage Park. It has lots of space, making it easy to work around and with parkgoers. This 9-hole loop would be played in 45 minutes, keeping things short in time commitment.”

From the District’s perspective, Heritage has positives and negatives to including a disc golf course within the park.

### **Positives**

- Experience with District organized Disc Golf event with 30 participants in 2018
- The size and the course design would have limited impact on other park users

- AYSO reserves the open space Monday – Thursday from 4:30 pm – 7:30 pm for practice with approx. 10-12 people. While it is reserved, their attendance is inconsistent.

### **Negatives**

- Limited street parking
- No restrooms
- The only rental space is the open space
- AYSO reserves the open space Monday – Thursday from 4:30 pm – 7:30 pm for practice with approx. 10-12 people. While it is reserved, they are not there daily. While it is reserved, their attendance is inconsistent.

### **Valle Lindo**

At Valle Lindo, the group provided a map with a 6-hole course. Their design also provided for the option to add additional baskets along similar paths but increased the challenge. They stated that “Valle Lindo is a great park! A significant upside is the amount of foot traffic the park has. The downside of having lots of people also means that there is a greater chance of people getting hit by a disc.”

From the District’s perspective, Valle Lindo has positives and negatives to including a disc golf course within the park.

### **Positives**

- Increased street parking compared to Heritage
- Has restrooms
- Rental spaces include the amphitheater, open space, and three picnic shelters which could be used if large groups of Disc Golf players want to rent out areas for events
- Large section of course planned for turf removal

### **Negative**

- Street parking only
- Rental spaces, including the amphitheater, open space, and three picnic shelters which means more park users will be present.

Staff presented the proposed course maps to the Long Range Committee meeting on July 14, 2022. The Long Range Committee recommended that the District take the proposed Disc Golf course at Heritage Park to the full Board of Directors to seek further direction.

### **Pilot Program**

It is recommended that a 9-month pilot program starting October 1, 2022 – June 30, 2023 be implemented first to see the plausibility of hosting a Disc Golf course at Heritage Park. The pilot program would provide that a temporary course will be set up to allow staff, players, and the public to see it in action, review any concerns, and make final recommendations on the future of this project.

The District currently owns 9 portable Disc Golf baskets that were used during a special event that took place at Heritage Park. Using the proposed map, park staff will anchor each basket in place with varying materials depending on where each basket is installed. The material to secure the

baskets will cost approximately \$30 per basket for materials. Park staff would install signposts at each of the hole/tee boxes that will identify each hole and provide additional course information. Each signpost will cost approximately \$15 per hole. Each signpost will need labels attached and the District will produce information signs on the program and rules.

As the placement of each hole may change during the pilot program the course map will be made available on the District website similar to how Rancho Simi Recreation and Park District handles its courses.

**FISCAL IMPACT**

For the pilot program, the material cost for securing the baskets, creating signposts and signage is approximately \$600.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

**RECOMMENDATION**

It is recommended the Board of Directors review and approve one of the options below or provide direction and the next steps.

**Option 1:** Implement a pilot Disc Golf Course at Heritage Park for 9 months to allow the District to evaluate the park and 9-hole course layout. Every 3 months, District staff will report back to the Board of Directors on the status of the Pilot Program and seek direction. At the end of 9 months, District staff will present a final report and seek direction on the future of a Disc Golf course.

**OR**

**Option 2:** Implement Option 1 with less than 9-hole baskets

**OR**

**Option 3:** Other direction

**ATTACHMENTS**

- 1) Valle Lindo Proposal Map (1 page)
- 2) Heritage Proposal Map (1 page)

# Valle Lindo - Disc Golf Course - 6 Hole Layout

## OFF LIMITS

-  OFF LIMITS
-  OFF LIMITS

## Hole 1

-  Tee #1
-  Basket #1
-  Line 4
-  Line 5

## Hole 2

-  Tee #2
-  Basket #2

## Hole 3

-  Tee #3
-  Basket #3
-  Line 3
-  Line 4

## Hole #4

-  Tee #4
-  Basket #4
-  Line 3
-  Line 4

## Hole #5

-  Tee #5
-  Hole #5

## Hole #6

-  Tee #6
-  Basket #6



This is our 6 hole, 2 basket layout for Valle Lindo Park.

# Heritage Park - 9 Hole Layout

Hole #: 1

-  Tee # 1
-  Basket # 1

Hole #2

-  Tee # 2
-  Tee # 2

Hole #3

-  Hole #3
-  Basket #3

Hole #4

-  Tee #4
-  Basket #4


Hole #5

-  Hole #5
-  Basket #5

Hole #6

-  Tee #6
-  Basket #6

Hole #7

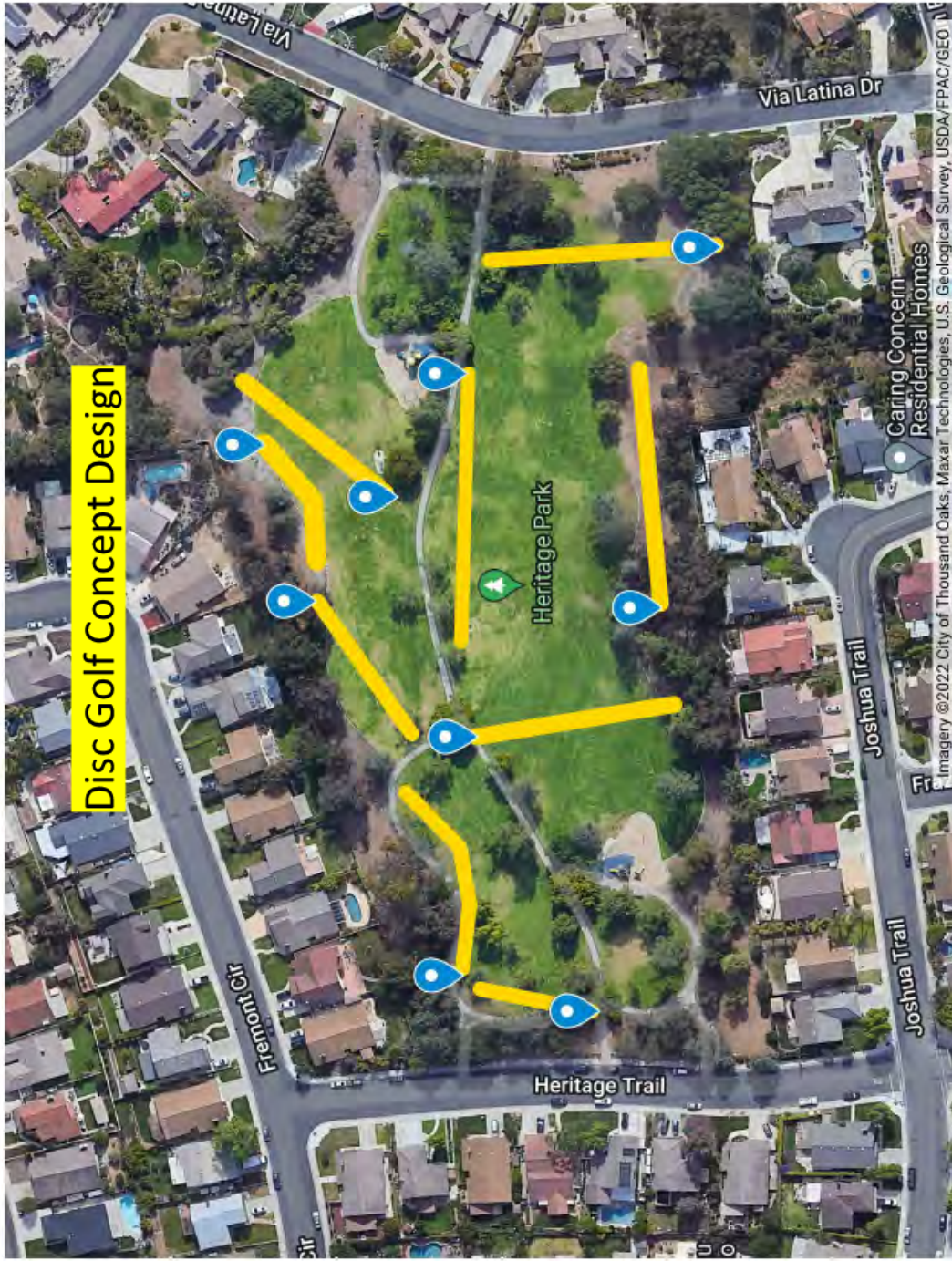
-  Tee #7
-  Basket #7

Hole #8

-  Hole #8
-  Basket #8

Hole #9

-  Hole #9
-  Basket #9



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

**TO: BOARD OF DIRECTORS**

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

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF THE DESIGN  
PLANS FOR THE FREEDOM PARK DOG PARK**

**BACKGROUND**

During the development of the 2022-2023 budget process, staff presented a list of Capital Improvement projects. As the District continues to improve its facilities and expand on its parks, Freedom Park was brought up for consideration as a possible lighted dog park. This site has been used as a temporary dog park for the past 4 years when Springville Dog Park was closed for turf maintenance.

Staff met with a dog group about installing lights at the Springville Dog Park, however, it was determined the cost to add electricity was too high and the park would not be able to sustain the extra wear and tear from the extended time by adding lights. At that time Freedom Park was chosen for the location for a lighted dog park due to the amenities needed for a lighted dog park.

At the July 6, 2022 Board meeting, the Board approved the 2022/2023 Capital Budget which contained an allocation of \$200,000 for the creation of a permanent Dog Park to be located at Freedom Park.

**ANALYSIS**

This dog park would sit on approximately one (1) acre of land located where the temporary dog park is placed annually due to Springville Dog park closures. This site has existing power to tap into for the addition of lights, restrooms, shade, water for dog drinking fountains, large parking lot and additional parking along Willis Ave.

By adding the lights, it will allow the citizens of the District a safe place to socialize their dogs when the days are shorter and will take some of the wear and stress off Springville which closes every March for 5-6 weeks and costs the District approximately \$6,000-\$8,000 for turf maintenance and repair. Due to severe drought conditions, staff recommends removing a large section of turf at Freedom Park and replacing it with decomposed granite (DG). The pavilion that is currently there would have all the wood covering removed and replaced with shade sails for added shade and benches for the patrons to sit.

There are two options for the Board to choose from; however, both options will contain a large enclosure, lights, and dog fountain. The options below represent the differences of adding a small dog park, equipment, and other potential turf and decomposed granite options.

Option A: has a fenced in small dog area of approximately 6,500 square feet of turf along with decomposed granite in the middle with some dog agility equipment and grass for the large dog park side.

Option B: entire area open with no small dog area with approximately 23,400 square feet of turf and 20,000 square feet of DG with dog agility equipment.

**FISCAL IMPACT**

There is no fiscal impact because of this action.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal and Strategy 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

**RECOMMENDATION**

It is recommended the Board review and approve one of the below designs for the new Freedom Dog Park:

**Option A:** Small dog park area, agility space and large dog park design

**OR**

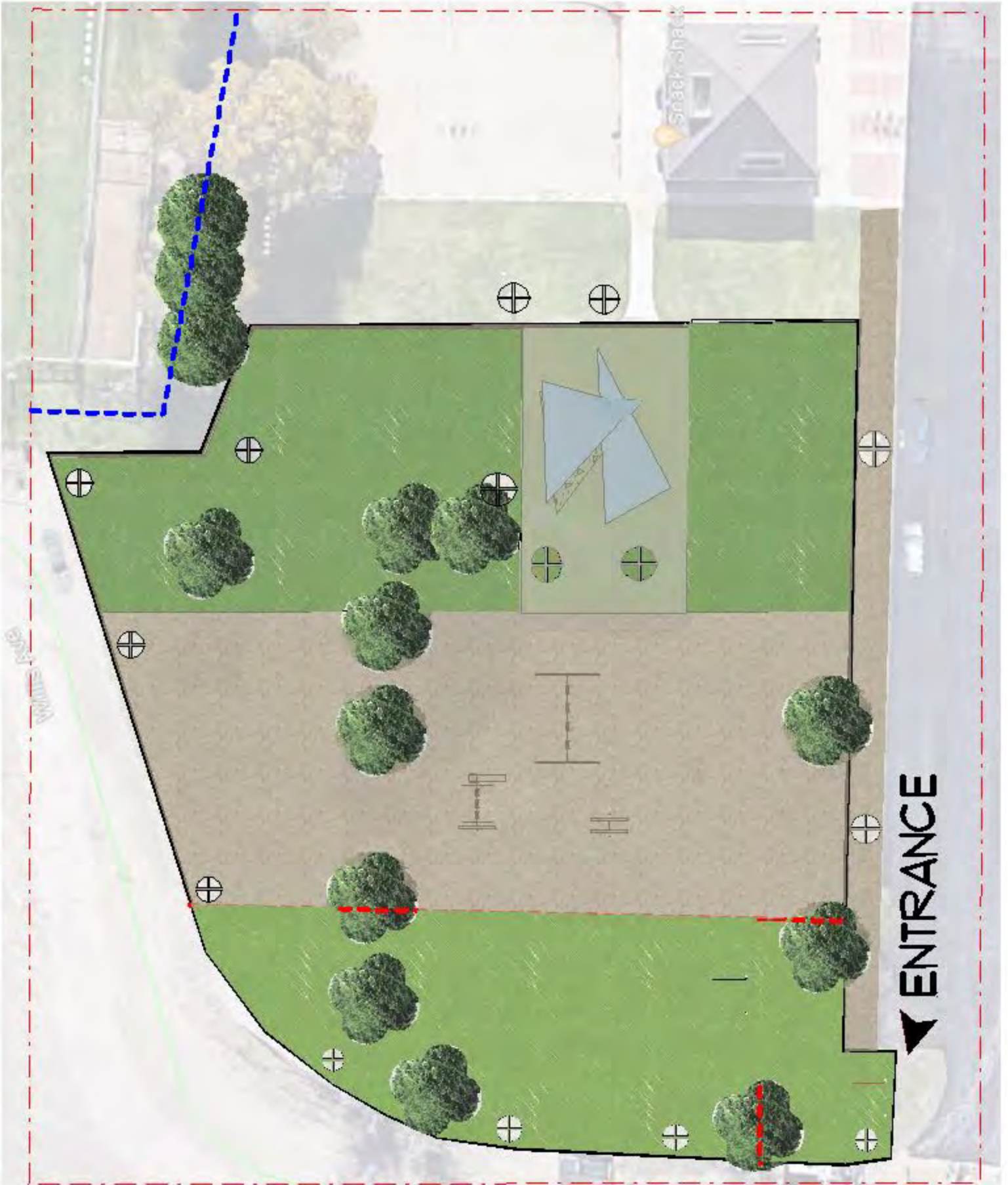
**Option B:** One large area with a portion to consist of agility space

**OR**

**Option C:** Other suggestions

**ATTACHMENTS**

- 1) Option A (1 page)
- 2) Option B (1 page)







**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: September 7, 2022**

**SUBJECT: APPROVAL OF BID AWARD OF CONTRACT FOR  
CLASSIFICATION AND COMPENSATION STUDY**

**SUMMARY**

To attract, develop and retain a talented and dedicated workforce that empowers our employees to provide the highest level of service to our community of residents and businesses, it is necessary to review and update the entire classification and compensation structure for employees to determine its effectiveness and seek a strategy to improve a plan where needed. In July, the District sent out a request for proposals for the Classification and Compensation Study. The District received two bids for the study and recommends Evergreen Solutions, LLC.

**BACKGROUND**

The most recent District-wide employee classification and compensation study was completed more than 15 years ago. During the interim, the Administration Department staff has worked with departments to review individual classifications and job descriptions and update classifications specifications on an ongoing and regular basis. The District has provided occasional compensation adjustments over the years, but District-wide compensation surveys have not been conducted. It is considered a best practice to conduct an agency-wide class and compensation study every five to seven years.

At the July 2022 Board meeting, the Board approved the District to start the Request for Proposal process for a Classification and Compensation Study. Two proposals were received by the District; one each from Evergreen Solutions, LLC (Evergreen) and Ewing Consulting (Ewing).

**ANALYSIS**

Following a review of both Evergreen Solutions, LLC and Ewing Consulting proposals by District staff and District Board Member Magner (Personnel Committee), it is recommended that the District contract with Evergreen Solutions, LLC for its Classification and Compensation Study. Evergreen was founded in 2004 and has performed over 900 similar studies throughout the country, including currently working with the City of Camarillo.

To effectively recruit, reward, motivate, and retain employees, compensation management requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market

in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen Solutions is proposing a 4.5-month timeline, including the following work plan. To see the full detailed list of task activities, see page 14 of the Evergreen proposal.

- **Task 1.0 - Project Initiation**

Finalize the project plan with the PVRPD Project Manager; gather all pertinent data; finalize any remaining contractual negotiations; and establish an agreeable final timeline for all project milestones and deliverables.

**Key project milestones:** Comprehensive project management plan and database of PVRPD employees

- **Task 2.0 - Evaluate the Current System**

Conduct a comprehensive preliminary evaluation of the compensation plan for PVRPD.

**Key project milestones:** Review of existing compensation plan(s) and assessment of current conditions

- **Task 3.0 - Collect and Review Current Environmental Data**

Conduct statistical and anecdotal research into the current environment within PVRPD and guide subsequent analytical tasks.

**Key project milestones:** Job Assessment Tool (JAT) and Management Issue Tool (MIT) distribution; department head interviews; and employee focus groups and orientation sessions

Job Assessment Tool and Management Issue Tool: These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization. The JAT contains questions that ask about each of the following areas: scope of duties; complexity of work; supervision received and exercised; physical requirements; financial responsibilities; analytical/mental requirements; knowledge and skills required for the job; and level of responsibility/reporting relationships.

- **Task 4.0 - Evaluate and Build Projected Classification Plan**

Identify the classification of existing positions utilizing Evergreen's job evaluation system; review JAT responses; and characterize internal equity relationships within PVRPD.

**Key project milestones:** JAT scores by class; recommended classification changes; and preliminary job structure based on internal equity

- **Task 5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets**

Reach an appropriate number and identify the proper benchmark positions for the external labor market salary and benefits assessment and identify and develop a comprehensive list of targets for conducting a successful external labor market salary and benefits assessment.

**Key project milestones:** Preliminary list of benchmark positions for the external labor market assessment; final list of benchmark positions for the external labor market assessment; initial list of survey peers; final list of survey peers and contacts; and survey methodology

- **Task 6.0 - Conduct Market Salary and Benefits Survey and Provide External Assessment Summary**  
 Conduct the external labor market salary survey; conduct a benefits survey; and provide a summary of the salary and benefits survey results to the PVRPD Project Manager for review.  
**Key project milestones:** Market salary survey instrument and summary report of external labor market salary and benefits assessment results
- **Task 7.0 - Develop Strategic Positioning Recommendations**  
 Assess the appropriateness of the current compensation philosophy for PVRPD and develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.  
**Key project milestones:** Proposed compensation strategic direction, taking into account internal and external equity and plan for addressing unique, highly competitive positions
- **Task 8.0 - Conduct Solution Analysis**  
 Conduct analysis comparing JAT values; survey results for the benchmark positions; and produce several possible solutions for implementation.  
**Key project milestones:** Initial regression analysis; potential solutions; and documented final solution
- **Task 9.0 - Develop and Submit Draft and Final Reports**  
 Develop and submit a draft and final report of the Compensation and Classification Study to PVRPD and present the final report.  
**Key project milestones:** Draft and final reports; final presentation; communication plan; and implementation and maintenance database
- **Task 10.0 - Develop Recommendations for Compensation Administration**  
 Develop recommendations for the continued administration by PVRPD staff to sustain the recommended classification and compensation structure and provide training.  
**Key project milestones:** Recommendations for compensation administration; recommendations for recruitment/retention policies; and training
- **Task 11.0 - Provide Revised Class Descriptions and FLSA Determinations**  
 Update existing class descriptions; create new class descriptions as needed, ensuring EEO/ADA requirement satisfaction; make FLSA determinations; provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the PVRPD Project Manager.  
**Key project milestones:** Updated class descriptions; new class descriptions as needed; and FLSA determinations

The Evergreen Classification and Cost proposal is a not-to-exceed, fixed cost of \$27,500 to complete all tasks identified in Evergreen's detailed work plan in Section 4.2 of their proposal. This includes two onsite visits to PVRPD to perform the requested work, while most of the work can be conducted virtually. If the District is able to line up the onsite visits at the same time Evergreen is performing onsite visits for their work with the City of Camarillo, the District will

save \$2,500 per visit. As this might not be possible, the District will be budgeting for the two onsite visits.

**FISCAL IMPACT**

The fiscal impact of this project is not to exceed \$35,000. This includes the \$27,500 not to exceed Evergreen’s proposal plus an option to add three additional onsite visits if deemed needed.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 5.1: Position the District to attract and retain high-quality employees.

**RECOMMENDATION**

It is recommended that the Board of Directors approve and authorize the District General Manager to enter into a new agreement with Evergreen Solutions, LLC for a Classification and Compensation Study not to exceed \$35,000.

**ATTACHMENTS**

- 1) Evergreen Solutions Class & Comp Study Proposal (22 pages)
- 2) Sample Professional Services Agreement (13 pages)

# A Proposal to Conduct a Compensation and Classification Study for the Pleasant Valley Recreation and Park District, CA

**ORIGINAL**



Evergreen Solutions, LLC

**August 5, 2022**



# Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

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August 3, 2022

Ms. Mary Otten, General Manager  
Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, California 93010

Dear Ms. Otten:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation and Classification Study for the Pleasant Valley Recreation and Park District (PVRPD). Our response is based on our review of your Request for Proposals, our experience working with hundreds of local governments throughout the country, our understanding of the California labor market, and our knowledge of best practices in local government human resources management. **Evergreen is well qualified to provide the services being requested by PVRPD as we have conducted more than 900 similar studies throughout the country.**

Evergreen Solutions was formed in 2004 to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider.

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 46 states. In the State of California, Evergreen has worked with or is currently under contract to work with the following public sector organizations in providing work similar in scope to the services being requested: City of Camarillo and the Los Angeles Unified School District. Evergreen is also on a blanket contract to provide a variety of human resources consulting work to the County of Monterey along with several other vendors.

The Evergreen Team is able to fully comprehend the challenges and goals of PVRPD because of our vast understanding of public sector human resources and the fact that we possess the necessary experience and expertise. Our team has significant expertise in conducting compensation and classification studies for public sector organizations as can be seen in **Section 2** of our proposal.

Some of the human resource services Evergreen has focused on include: compensation and classification studies; salary and benefits surveys; staffing studies; workload analyses; performance evaluation and appraisal system design; HR department reviews; recruitment, hiring, and retention studies; strategic and workforce planning; and labor pool availability.

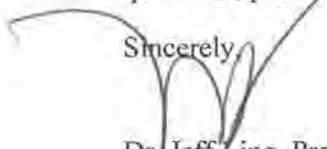
Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in public sector human resources management. As a result, our team knows how critical an effective compensation and classification system is to the overall operation of a proficient and progressive organization such as PVRPD. Moreover, we have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a compensation and classification study draws not only from extensive human resources work with public sector clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

  
Dr. Jeff Ling, President

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# Table of Contents

|           |   |           |
|-----------|---|-----------|
| <b>1.</b> | <b>Description and Qualifications of the Firm .....</b> | <b>1</b>  |
| <b>2.</b> | <b>Staffing .....</b>                                   | <b>3</b>  |
| <b>3.</b> | <b>References .....</b>                                 | <b>7</b>  |
| <b>4.</b> | <b>Scope of Work .....</b>                              | <b>7</b>  |
| 4.1       | Approach and Methodology .....                          | 7         |
| 4.2       | Detailed Work Plan .....                                | 14        |
| 4.3       | Proposed Timeline .....                                 | 19        |
| <b>5.</b> | <b>Project Budget .....</b>                             | <b>19</b> |





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# Response to Request for Proposals

Evergreen Solutions is well qualified to conduct a Classification and Compensation Study for the Pleasant Valley Recreation and Park District (PVRPD) due to our experience in conducting these studies for hundreds of public sector organizations across the country. As required in the Request for Proposals (RFP), we have provided a response to each item in listed in the submission requirements of the RFP. We have also limited our response to no more than 25 pages, including the cover letter and table of contents.

## 1. Description and Qualifications of the Firm

Evergreen Solutions, a Limited Liability Company (partnership), is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, across the nation. We provide a unique approach, rather than the “consulting as usual” approach, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen Solutions was formed in 2004 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen’s philosophy is based on an understanding that there is not a “one size that fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen’s main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services. Our areas of expertise include: compensation studies; classification studies; salary and benefits surveys; performance evaluation reviews; workload analyses; staffing studies; organizational reviews; HR department reviews; training assessments; and strategic planning.

We invite you to browse our Web site at [www.ConsultEvergreen.com](http://www.ConsultEvergreen.com) or visit us on Facebook at [www.facebook.com](http://www.facebook.com) or LinkedIn at [www.linkedin.com](http://www.linkedin.com) for more information about our services, staff, and past experience.



Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 46 states throughout the country.

**Exhibit 1** includes a list of some of the local government clients that our consultant team has worked with, or is currently in contract to work with, in providing work similar in scope to the services being requested. **Most of these local government clients included the Parks and Recreation Department in the overall study.**



**Exhibit 1: Sample List of Local Government Clients**

|                              |                                 |                                |                            |
|------------------------------|---------------------------------|--------------------------------|----------------------------|
| Spokane County, WA           | City of Branson, MO             | City of Fort Myers, FL         | Gaston County, NC          |
| City of Ridgefield, WA       | City of Lee's Summit, MO        | City of Gainesville, FL        | Guilford County, NC        |
| City of Washougal, WA        | City of Columbia, MO            | City of Jacksonville, FL       | Harnett County, NC         |
| City of Albany, OR           | City of Dardenne Prairie, MO    | City of Key West, FL           | Haywood County, NC         |
| Columbia County, OR          | City of Jefferson, MO           | City of Pensacola, FL          | Jackson County, NC         |
| <b>City of Camarillo, CA</b> | City of Troy, MO                | City of Orlando, FL            | Lee County, NC             |
| City of Boulder City, NV     | Jackson County, MO              | City of Sarasota, FL           | New Hanover County, NC     |
| Ogden City Corporation, UT   | St. Charles County, MO          | City of Palm Beach Gardens, FL | Transylvania County, NC    |
| City of Flagstaff, AZ        | City of Bloomington, IN         | City of Plantation, FL         | Union County, NC           |
| City of Page, AZ             | Blount County, TN               | City of North Miami Beach, FL  | Town of Carolina Beach, NC |
| City of Prescott, AZ         | Carter County, TN               | Alachua County                 | City of Falls Church, VA   |
| Town of Sahuarita, AZ        | City of Murfreesboro, TN        | Brevard County, FL             | City of Fredericksburg, VA |
| Pima County, AZ              | City of Clarksville, TN         | Charlotte County, FL           | City of Newport News, VA   |
| Yavapai County, AZ           | City of Urbana, IL              | Flagler County, FL             | City of Suffolk, VA        |
| City of Carlsbad, NM         | McLean County, IL               | Hernando County, FL            | City of Williamsburg, VA   |
| City of Santa Fe, NM         | Mahoning County, OH             | Leon County, FL                | City of Norfolk, VA        |
| Ouray County, CO             | City of Auburn, AL              | Manatee County, FL             | Chesterfield County, VA    |
| Grand County, CO             | City of Foley, AL               | Martin County, FL              | County of Culpeper, VA     |
| City of Fountain, CO         | City of Hartselle, AL           | Miami-Dade County, FL          | County of Northampton, VA  |
| City of Manitou Springs, CO  | City of Daphne, AL              | Monroe County, FL              | County of York, VA         |
| City of Amarillo, TX         | City of Northport, AL           | Palm Beach County, FL          | Essex County, VA           |
| City of Austin, TX           | Baldwin County, AL              | Pinellas County, FL            | Gloucester County, VA      |
| City of Buda, TX             | Lee County, AL                  | Sarasota County, FL            | Isle of Wight County, VA   |
| City of Conroe, TX           | Chambers County, AL             | Seminole County, FL            | James City County, VA      |
| City of Duncanville, TX      | Shelby County, AL               | City of Beaufort, SC           | King George County, VA     |
| City of Farmers Branch, TX   | Town of Loxley, AL              | City of Spartanburg, SC        | Loudoun County, VA         |
| City of Fate, TX             | City of Alpharetta, GA          | City of Chester, SC            | Louisa County, VA          |
| City of Fredericksburg, TX   | City of Brookhaven, GA          | City of Columbia, SC           | Montgomery County, VA      |
| City of Lakeway, TX          | City of Chamblee, GA            | City of Isle of Palms, SC      | Prince George County, VA   |
| City of Lockhart, TX         | City of Commerce, GA            | City of Conway, SC             | Prince William County, VA  |
| City of Mont Belvieu, TX     | City of Dahlonaga, GA           | City of Goose Creek, SC        | Shenandoah County, VA      |
| City of Pearland, TX         | City of Douglasville, GA        | City of Lancaster, SC          | Spotsylvania County, VA    |
| City of Pflugerville, TX     | City of Dunwoody, GA            | City of Mauldin, SC            | Surry County, VA           |
| City of Rowlett, TX          | City of Fayetteville, GA        | Town of Cheraw, SC             | Northumberland County, VA  |
| City of Sachse, TX           | City of Forest Park, GA         | Town of Hilton Head Island, SC | City of Baltimore, MD      |
| City of Seguin, TX           | City of Garden City, GA         | Town of Moncks Corner, SC      | City of Annapolis, MD      |
| City of Sunset Valley, TX    | City of Jackson, GA             | Town of Mount Pleasant, SC     | City of Hagerstown, MD     |
| City of Portland, TX         | City of Marietta, GA            | Beaufort County, SC            | City of Hyattsville, MD    |
| City of Seabrook, TX         | City of Norcross, GA            | Berkeley County, SC            | City of Westminster, MD    |
| City of Texas City, TX       | City of Roswell, GA             | Charleston County, SC          | Allegany County, MD        |
| Town of Little Elm, TX       | City of Sandy Springs, GA       | Dorchester County, SC          | Charles County, MD         |
| Brazoria County, TX          | City of Savannah, GA            | Laurens County, SC             | Washington County, MD      |
| Denton County, TX            | City of Statesboro, GA          | Spartanburg County, SC         | City of Milford, DE        |
| Fort Bend County, TX         | City of Stockbridge, GA         | York County, SC                | Kent County Levy Court, DE |
| Hood County, TX              | City of Suwanee, GA             | City of Goldsboro, NC          | City of Kalamazoo, MI      |
| Jefferson County, TX         | City of Tybee Island, GA        | City of Fayetteville, NC       | Carbon County, PA          |
| Kaufman County, TX           | Cherokee County, GA             | City of Raleigh, NC            | Cumberland County, PA      |
| Randall County, TX           | Douglas County, GA              | City of Hendersonville, NC     | City of Pittsburgh, PA     |
| City of Broken Arrow, OK     | Forsyth County, GA              | City of Fayetteville, NC       | County of Allegheny, PA    |
| City of Salina, KS           | Cobb County, GA                 | Buncombe County, NC            | County of Montgomery, PA   |
| Sedgwick County, KS          | Columbus Consolidated Gov't, GA | Dare County, NC                | Town of Colchester, VT     |
| Shawnee County, KS           | Effingham County, GA            | Franklin County, NC            | Town of Bridgewater, MA    |



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## 2. Staffing

The following paragraphs provide **summary resumes** of each team member's qualifications and experience related to his/her role in this engagement.

**Dr. Jeff Ling, CCP – Project Principal.** Dr. Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- **Compensation/Classification**– He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal and Project Director for numerous projects related to classification and/or compensation. **Note: He has served as the Project Principal for more than 900 public sector projects related to Classification and/or Compensation.**
- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- **Policy Development** – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

**Mr. Mark Holcombe – Project Director (will be the day-to-day contact with PVRPD for Evergreen).** Mr. Holcombe is a Project Manager at Evergreen Solutions who has been with the firm more than five years. He has spent extensive time studying both micro and macro-economic labor markets, public sector economics, and has studied econometric modeling for displaying and communicating data in an effective way. He has been using his economics background both in running a business and in consulting since graduation.



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Mr. Holcombe's role with Evergreen has focused on compensation and classification studies utilizing market data. His primary responsibilities include: working closely with project teams and project managers in coordinating salary and benefit survey initiatives; evaluating market data from surveys, government agencies, and private sector databases to provide comprehensive reviews of compensation packages; and designing clear and concise reports and displays to communicate nuanced results.

Some of the public sector projects that Mr. Holcombe has been involved with in the western portion of the country include: a Classification and Compensation Study for the City of Camarillo, CA; Compensation Consulting Services to Seattle Public Schools, WA; Compensation Study for the Tri-County Metropolitan Transportation District of Oregon; Compensation Assessment for Laramie County Community College, WY; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Salary Classification Study for Johnson County Community College, KS; a Compensation Study for Grand County, CO; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study for the City of Jefferson, MO; a Classification and Compensation Study for the City of Prescott, AZ; A Compensation Study for the City of Flagstaff, AZ; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Faculty Compensation Market Survey for Maricopa County Community College District, AZ; a Wage Compensation Study Services for Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Performance Management Study for Northern Arizona Intergovernmental Public Transportation Authority, AZ; an Employee Engagement Survey for the Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Compensation Study for Santa Fe Community College, NM; a Classification and Compensation Study for New Mexico Highlands University; a Compensation Study for the New Mexico Military Institute; a Compensation and Classification Study for the City of Pearland, TX; a Classification and Compensation Study for Randall County, TX; Compensation Consultant Services for Dallas Area Rapid Transit, TX; Competency Modeling and Succession Planning for Dallas Area Rapid Transit, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Compensation and Classification Study for the City of DeSoto, TX; a Compensation Study for the City of Duncanville, TX; a Compensation Study for the City of Galveston, TX; a Compensation and Classification Study and Organizational Review of the RSMU Department for Brazos River Authority, TX; a Staffing Study for the City of Pflugerville, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Wage and Compensation Study for Jefferson County, TX; a Compensation and Classification Study for the City of Coppell, TX; a Salary Analysis for Fort Worth Housing Solutions, TX; a Market and Total Compensation Study for Central Community College, NE; and a Compensation Study for North Idaho College.

Mr. Holcombe holds a Bachelor Degree in Economics with a concentration in Behavioral Economics and Criminology from Florida State University.

**Ms. Nancy Berkley – Project Consultant.** Ms. Berkley is the Vice-President of Evergreen Solutions who has been with the firm nine years. She has over 30 years human resources experience demonstrating a thorough knowledge of multiple HR disciplines including, recruiting and staffing, workforce planning and retention, onboarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high-performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Ms. Berkley possesses expertise in the following HR areas: Designing and implementing a shared service, centralized virtual staffing organization, increasing efficiency of staffing function for hiring managers; analyzing and responding to employee relation trends—positively influenced work environments reducing employee complaints by ~90 percent; consulting with senior leaders and successfully leading project teams to develop new



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policies, programs and tools—including total revision and communication of a company’s HR policies and practices to be in accordance with state and federal laws; Creating HR metrics reviews utilizing business goals and human resources information systems data—set improvement goals and developed action plans for unique business requirements; conceptualizing and implementing complex workforce reduction plans—then redeployed ~50 percent of the affected employees; and representing companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews—Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.

A sample of some of the public sector projects in the western portion of the country that Ms. Berkley has directed or served on the Evergreen Team includes: a Compensation and Classification Study for Columbia County, OR; a Classification Study and a Compensation Survey for the City of Page, AZ; a Classification and Compensation Study for the Town of Little Elm, TX; a Human Resources Department Assessment for the City of Buda, TX; a Market Salary Update for the City of Buda, TX; a Classification and Compensation Study for the City of Pflugerville, TX; a Compensation and Classification Study for the City of Texas City, TX; a Classification and Compensation Study for the City of Conroe, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; a Compensation and Benefits Study for the City of Farmers Branch, TX; a Classification and Compensation Study for the City of Portland, TX; a Compensation Study for the City of Haskell, TX; a Classification and Compensation Study and Analysis for San Patricio County, TX; a Comprehensive Compensation and Benefits Study for the City of Rowlett, TX; a Classification and Compensation Study for Burnet County, TX; a Compensation Plan Study for the City of South Padre Island, TX; a Classification and Compensation Study for the City of Lockhart, TX; a Salary Compensation Study for Hood County, TX; a Compensation Study for Kaufman County, TX; and a Compensation and Classification Study for Brazoria County, TX.

Ms. Berkley has a Bachelor’s Degree in Psychology from Florida State University.

**Rob Williamson – Project Consultant.** Mr. Williamson is a Project Manager with Evergreen. He brings more than 20 years of proven leadership experience serving both private and public sector clients. His diverse leadership includes time as a business owner, County Commissioner, CEO of a mid-sized water and wastewater treatment utility, Executive Director of a three-member regional water utility provider, and most recently, Manager of the Florida Association of Counties’ 23-county insurance trust.

During his career, Mr. Williamson has served on boards of directors for more than two dozen public, private, civic and charitable organizations. This includes time as Chairman of the Santa Rosa County Board of County Commissioners, RESTORE Council, Tourist Development Council, Florida/Alabama Transportation Planning Organization and as a member of the Florida Gulf Consortium, Florida Association of Counties Executive Board, Leadership Santa Rosa, and the Institute for County Government to name a few. He is also a member of the Florida Rural Water Association.

Mr. Williamson helps organizations create new strategic pathways to solve complex problems. His areas of focus include policy development, strategic planning, change management, government services, transportation planning, master planning, tourism, RESTORE Act implementation and leadership development.

Some of the recent projects that Mr. Williamson has directed or been involved with include: a Job Market Survey for New Braunfels Utilities, TX; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study and Analysis for McLean County, IL; a Comprehensive Total Compensation Study for Cumberland County, PA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Compensation Study for Cobb County-Marietta Water Authority, GA; a Classification and Compensation Study and Analysis for Clayton County Water Authority, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka



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Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the Marion County Property Appraiser, FL; a Classification and Compensation Study for Dare County, NC; and a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC.

Mr. Williamson has certifications from the Cambridge Leadership Institute and the Kenan-Flagler Business School Leadership Institute and possesses a Bachelor of Science Degree in Sociology from Florida State University.

**Ms. Kelli Bracci – Project Consultant.** Ms. Bracci, CPM, is a Senior Consultant with Evergreen Solutions. She has a Bachelor's of Science in Education from Georgia Southern University and a Juris Master from Florida State University's College of Law with a concentration in Human Resources and Legal Risk Management. She is a Certified Public Manager (CPM).

Ms. Bracci began her career working in the classroom as a teacher before transitioning to state government. After 11 years with the state, she transitioned to the private sector with Evergreen Solutions, LLC. She is experienced in classification and compensation, employee engagement, relationship management, process improvement, supervisory and leadership development, organizational change management, project coordination, and effective communication. She deeply believes that HR is integral in creating a positive culture in every organization.

Some of the public sector projects that Ms. Bracci has recently been involved with include: a Classification and Compensation Study for the City of Camarillo, CA; Compensation Study for the Tri-County Metropolitan Transportation District of Oregon; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Compensation and Classification Study for the City of Coppell, TX; a Compensation Study for the City of Duncanville, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Compensation and Classification Study for the City of DeSoto, TX; a Classification and Compensation Study for Randall County, TX; a Compensation and Classification Study for the City of Texas City; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; Classification and Compensation Consulting Services to the City of Clarksville, TN; a Classification and Compensation Study for the Town of Strasburg, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Comprehensive Compensation Study for Chesterfield County and Chesterfield County Public Schools, VA; a Classification and Compensation Study for Mary Baldwin University, VA; a Classification and Compensation Study for the Charles County Circuit Court, MD; a Classification and Compensation Study for the City of Murfreesboro, TN; a Compensation Study for Western Reserve Transit Authority, OH; a Classification System and Pay Plan Development Study for Franklin County, NC; a Classification and Compensation Study for Jackson County, NC; a Position Classification and Revision Project for Harnett County, NC; a Comprehensive Classification and Compensation Study for the City of Fayetteville, NC; a Comprehensive Classification and Compensation Study for Halifax Community College, NC; a Classification and Compensation Study for the City of Myrtle Beach, SC; a Classification and Compensation Study for the Pasco County Clerk and Comptroller, FL; a Classification and Compensation Study Analysis for Marion County FL; a Compensation and Benefits Study for the City of Sebastian, FL; a Classification and Compensation Study for Jackson County, FL; a Classification and Compensation Study for DeSoto County, FL; a Classification and Compensation Study for Indian River State College, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the Highlands County Clerk of Court and Comptroller, FL; a Compensation Plan Update for the City of Garden City, GA; a Classification and Compensation Study for the City of Suwanee, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Thomasville, GA; and a Classification and Compensation Study for the City of Auburn, AL.



**Note:** A team of experienced analytical and clerical support staff will contribute to this study, as needed.



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### 3. References

In this section, we have provided the following references that we feel demonstrate our experience within the past three years as it relates to the services being requested. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

#### **Classification and Compensation Study / Gender Equity Analysis**

##### **City of Prescott, Arizona**

**Contact Information:** Joyce Lira, Human Resources Director, 201 S. Cortez Street, Prescott, Arizona 86303, (928) 777-1216, [joyce.lira@prescott-az.gov](mailto:joyce.lira@prescott-az.gov)

#### **Classification and Compensation Study**

##### **City of Boulder City, Nevada**

**Contact Information:** Bryce Boldt, HR Director, 401 California Avenue, Boulder City, Nevada 89005, (702) 293-9203, [bboldt@bcnv.org](mailto:bboldt@bcnv.org)

#### **Classification and Compensation Study**

##### **City of Ridgefield, Washington**

**Contact Information:** Lee Knottnerus, Deputy City Manager, 510 Pioneer Street, Suite B, Ridgefield, Washington 98642, (360) 857-5001, [Lee.Knottnerus@ci.ridgefield.wa.us](mailto:Lee.Knottnerus@ci.ridgefield.wa.us)

### 4. Scope of Work

In this section we include our approach and methodology for conducting the Classification and Compensation Study; a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the project scope of the RFP; and a proposed timeline for completing work.

#### 4.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct a Classification and Compensation Study for PVRPD as our team includes recognized experts in public sector human resources management and understands that there is not a “one size that fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Specifically, we have developed a implementation strategy that: focuses on market competitiveness; recognizes that compensation is comprised of more than just base pay levels; reflects changes in recent compensation strategies; designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and produces a structure that improves the organization’s ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the designated Project Manager for PVRPD, General Manager, and the Human Resources Team throughout the process to ensure constant communication of issues, concerns, and potential outcomes. In addition, we will work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management. Progressive organizations now recognize that—to effectively recruit, reward, motivate, and retain employees—compensation management requires strategic thinking and planning. Compensation management must support an



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organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

**Kick Off Meeting** - Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including: finalizing the project work plan; identifying milestone and deliverable dates; gaining insight into the management structure and approach; collecting classification, compensation, and benefits data; identifying additional data needs; and developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

**Communication Plan** - Communication is a critical component of any compensation and classification study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

**Employee Orientation and Focus Groups** - Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question-and-answer formats allow employees to become engaged in the process. During these sessions, Evergreen consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

**Department Head Interviews** - Evergreen staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

**Job Assessment Tool and Management Issue Tool** Another important activity undertaken at this time is the distribution of Evergreen's Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.





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The JAT contains questions that ask about each of the following areas: scope of duties; complexity of work; supervision received and exercised; physical requirements; financial responsibilities; analytical/mental requirements; knowledge and skills required for the job; and level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

**Exhibit 2** depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

### Exhibit 2 - Supervisor's JAT Home Screen



Source: Evergreen Solutions, 2021

**Exhibit 3** illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



### Exhibit 3 - Job Description and Responsibilities

The screenshot shows a web-based form titled "Basic Job-Related Information". At the top right, there is a "LOGOUT" link and a stylized tree logo. The form is divided into several sections:

- Job Introduction:** A text area for providing an overview of the job.
- Description:** A large text area for describing the job.
- Type of Work:** A section with a radio button selection for the level of work. The options are:
  - Clerical/Admin - Performs clerical or administrative support duties OR operates basic office equipment.
  - Labor/Trade-based Occupations - Performs work necessitating repetitive operations with their hands, physical effort and energy.
  - Technical/Paraprofessional - Performs tasks requiring a solid understanding of basic algebra and statistics OR use of heavy equipment.
  - Administrator - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance.
  - Managerial/Professional - Performs tasks requiring advanced knowledge which is predominantly intellectual in nature OR tasks related to the control or administration of part of the organization.
  - Executive/Advanced Professional - Performs tasks related to managing the organization or managing a department OR performs work requiring highly advanced knowledge.
- Education and Experience:** Two dropdown menus labeled "Education" and "Experience" for selecting the required level.
- Licenses and Certifications:** A text area for listing any licenses, certifications, or professional designations.

At the bottom of the form, there is a "Next" button and a page number "256".

Source: Evergreen Solutions, 2021

Exhibit 4 shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



## Exhibit 5 - Job Functions

**Essential Job Functions**

On the lines provided, please include all essential job functions you perform. For every function you list, estimate the total percent of your time spent on each function, on an annual basis and check off which tasks are a priority. A priority task is one that is core to your position.

| Task #  | Percent | Priority                            |
|---------|---------|-------------------------------------|
| Task 1  | 100     | <input checked="" type="checkbox"/> |
| Task 2  | 100     | <input type="checkbox"/>            |
| Task 3  | 100     | <input checked="" type="checkbox"/> |
| Task 4  | 50      | <input type="checkbox"/>            |
| Task 5  | 100     | <input type="checkbox"/>            |
| Task 6  | 50      | <input checked="" type="checkbox"/> |
| Task 7  | 100     | <input type="checkbox"/>            |
| Task 8  | 100     | <input type="checkbox"/>            |
| Task 9  | 100     | <input type="checkbox"/>            |
| Task 10 | 100     | <input checked="" type="checkbox"/> |

Source: Evergreen Solutions, 2021

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen staff during the analysis portion of the project.

**Job Evaluation** - The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen’s consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen’s consultants will work directly with the Client Project Manager to resolve any issues.

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

**Compensation** - Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs



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within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

**Market and Benefits Survey** - A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees. In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.

**Benchmarks** - One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

**Targets** - To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

**Unifying the Solution** - After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.



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The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

**Compensation Administration Guidelines** - In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as: how employees will move through the pay structure/system as a result of transfers, promotions, or demotions; how to pay employees whose base pay has reached the maximum of their pay range or value of their position; the proper mix of pay; how often to adjust pay scales and survey the market; timing of implementation; and how to keep the system fair and competitive over time.

**System Maintenance** - Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

**Exhibit 6** displays the interface from **JobForce Manager** for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can provided to key decision makers.



**Exhibit 6 - JobForce Manager Tool**

| Pay Plans                                      | Scoring/Slotting | Compensation | Market              |                 |                            |
|--|------------------|--------------|---------------------|-----------------|----------------------------|
| Download Data Grid Edit                        |                  |              |                     |                 |                            |
| CURRENT TITLE                                  | PAY PLAN         | JAT SCORE    | REGRESSION MIDPOINT | MARKET MIDPOINT | POSITION MIDPOINT (SELECT) |
| Accounting Specialist II                       | ESP              | 212.5        | \$30,100.27         | \$31,220.80     | \$31,508.68                |
| Accounting Specialist III                      | ESP              | 281.3        | \$39,058.27         | \$34,379.43     | \$40,213.96                |
| Accounting Specialist IV                       | ESP              | 306.3        | \$42,315.73         | \$40,186.80     | \$44,336.60                |
| Accounting Supervisor                          | ESP              | 500.0        | \$67,561.02         | \$69,360.91     | \$68,778.83                |
| Acquisition Specialist                         | ESP              | 306.3        | \$42,315.73         | \$41,566.60     | \$44,336.60                |
| Administrative Aide                            | ESP              | 312.5        | \$43,130.06         | \$36,624.74     | \$44,336.60                |
| Administrative Recording Secretary             | Professional     | 361.3        | \$52,088.10         | \$40,984.30     | \$58,245.18                |
| Administrative School Secretary I              | ESP              | 206.3        | \$29,285.91         | \$31,619.17     | \$33,064.13                |
| Administrative School Secretary II             | ESP              | 231.3        | \$32,543.36         | \$35,996.58     | \$34,738.33                |
| Administrative School Secretary III            | ESP              | 256.3        | \$35,800.82         | \$37,701.80     | \$38,299.01                |
| Administrative Secretary I                     | ESP              | 231.3        | \$32,543.36         | \$32,190.02     | \$33,064.13                |
| Administrative Secretary I                     | ESP              | 206.3        | \$29,285.91         | \$32,190.02     | \$33,064.13                |
| Administrative Secretary II                    | ESP              | 231.3        | \$32,543.36         | \$33,919.04     | \$34,738.33                |
| Administrative Secretary II                    | ESP              | 231.3        | \$32,543.36         | \$33,919.04     | \$34,738.33                |
| Administrative Secretary III                   | ESP              | 256.3        | \$35,800.82         | \$35,971.01     | \$38,299.01                |
| Administrative Specialist                      | Professional     | 231.3        | \$32,543.36         | \$43,762.63     | \$39,422.62                |
| Administrative Specialist-School Food Services | Professional     | 275.0        | \$38,243.81         | \$42,861.08     | \$45,636.61                |

Source: Evergreen Solutions, 2021

**4.2 Detailed Work Plan**

In this section we provide a detailed work plan for how we would accomplish all the work being requested by PVRPD. Evergreen understands that PVRPD has approximately 45 full- and 100 part-time employees.

**Task 1.0 - Project Initiation**

**TASK GOALS:** Finalize the project plan with the PVRPD Project Manager; gather all pertinent data; finalize any remaining contractual negotiations; and establish an agreeable final timeline for all project milestones and deliverables.

**TASK ACTIVITIES**

- 1.1 Discuss with the PVRPD Project Manager, General Manager, and Human Resources Team the following objectives: understand the mission of PVRPD; review our proposed methodology, approach, and project work plan to identify any necessary revisions and to assess any concerns; reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and establish an agreeable communication schedule.



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- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of PVRPD and some of the short- and long-term priorities. This activity serves as the basis for assessing where PVRPD is going and what type of pay plan will reinforce current and future goals.
  - 1.3 Obtain relevant materials from PVRPD, including: any previous projects, research, evaluations, or other studies that may be relevant to this project; organizational charts for the departments and divisions, along with related responsibility descriptions; current position and classification descriptions, salary schedule(s), benefits information; and classification system; strategic business plans and budgets; benefits information; and personnel policies and procedures, and the step placement policies.
  - 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.
  - 1.5 Provide biweekly updates to the PVRPD Project Manager, General Manager, and Administrative Analyst throughout the course of the study.

**KEY PROJECT MILESTONES:** Comprehensive project management plan and database of PVRPD employees

### **Task 2.0 – Evaluate the Current System**

**TASK GOALS:** Conduct a comprehensive preliminary evaluation of the compensation plan for PVRPD.

#### **TASK ACTIVITIES**

- 2.1 Obtain and review the existing pay philosophy and structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s) for PVRPD.
- 2.3 Discuss any pay compression issues that may exist and discuss possible solutions.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

**KEY PROJECT MILESTONES:** Review of existing compensation plan(s) and assessment of current conditions

### **Task 3.0 - Collect and Review Current Environmental Data**

**TASK GOALS:** Conduct statistical and anecdotal research into the current environment within PVRPD and guide subsequent analytical tasks.

#### **TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation sessions with PVRPD staff.
- 3.2 Meet with the department heads to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of PVRPD staff to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the PVRPD Project Manager to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the PVRPD Project Manager before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by PVRPD that may provide additional relevant insight.



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**KEY PROJECT MILESTONES:** JAT and MIT distribution; department head interviews; and employee focus groups and orientation sessions

**Task 4.0 – Evaluate and Build Projected Classification Plan**

**TASK GOALS:** Identify the classification of existing positions utilizing Evergreen’s job evaluation system; review JAT responses; and characterize internal equity relationships within PVRPD.

**TASK ACTIVITIES**

- 4.1 Review all draft class specifications with the PVRPD Project Manager and Human Resources Team.
- 4.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Review recommendations with the PVRPD Project Manager.

**KEY PROJECT MILESTONES:** JAT scores by class; recommended classification changes; and preliminary job structure based on internal equity

**Task 5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets**

**TASK GOALS:** Reach an appropriate number and identify the proper benchmark positions for the external labor market salary and benefits assessment and identify and develop a comprehensive list of targets for conducting a successful external labor market salary and benefits assessment.

**TASK ACTIVITIES**

- 5.1 Identify a list of classifications (benchmarks) to include in the labor market salary survey. **Note:** Evergreen will work with the PVRPD Project Manager to select up to 50 classifications to use as benchmarks for the market salary and benefits survey.
- 5.2 Finalize the list of classifications to use as benchmarks for the market salary and benefits survey.
- 5.3 Evergreen will work with the PVRPD Project Manager to select up to 20 targets (i.e., peer organizations) for the market salary and benefits survey.
- 5.4 Finalize a list of survey targets for the external labor market survey, placing a comparative emphasis on characteristics such as: size of the organization; geographic proximity to the Camarillo area; economic and budget characteristics; and other demographic data.
- 5.5 Review survey methodology with the PVRPD Project Manager and refine survey methodology prior to distribution of surveys.
- 5.6 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

**KEY PROJECT MILESTONES:** Preliminary list of benchmark positions for the external labor market assessment; final list of benchmark positions for the external labor market assessment; initial list of survey peers; final list of survey peers and contacts; and survey methodology





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### **Task 6.0 – Conduct Market Salary and Benefits Survey and Provide External Assessment Summary**

**TASK GOALS:** Conduct the external labor market salary survey; conduct a benefits survey; and provide a summary of the salary and benefits survey results to the PVRPD Project Manager for review.

#### **TASK ACTIVITIES**

- 6.1 Prepare customized external labor market salary survey for the PVRPD Project Manager's approval. Discuss questions and categories to include in the market survey with the PVRPD Project Manager.
- 6.2 Develop a listing of the current benefits provided by PVRPD for comparisons with peer organizations.
- 6.3 Using the list of PVRPD provided benefits (i.e., dental, health, vision, life insurance, PTO, insurance) and major benefits offerings not provided by PVRPD develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare benefits survey to be included with salary survey developed in **Task 6.1**.
- 6.5 Contact the targets for electronic completion of the surveys. Provide paper copies by fax, if requested.
- 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.7 Collect and enter results of surveys into Evergreen's electronic data analysis tools.
- 6.8 Validate all data submitted and develop and submit summary report of external labor market salary and benefits assessment results to the PVRPD Project Manager.

**KEY PROJECT MILESTONES:** Market salary survey instrument and summary report of external labor market salary and benefits assessment results

### **Task 7.0 – Develop Strategic Positioning Recommendations**

**TASK GOALS:** Assess the appropriateness of the current compensation philosophy for PVRPD and develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

#### **TASK ACTIVITIES**

- 7.1 Identify the compensation policy and accompanying thresholds.
- 7.2 Using the market salary and benefits data collected in **Task 6.0** and the classification data reviewed in **Task 4.0**, determine the proper pay plan including number of grades, steps, and ranges.
- 7.3 Produce a pay plan(s) that best meets the needs of PVRPD from an internal equity and external equity standpoint.

**KEY PROJECT MILESTONES:** Proposed compensation strategic direction, taking into account internal and external equity and plan for addressing unique, highly competitive positions

### **Task 8.0 – Conduct Solution Analysis**

**TASK GOALS:** Conduct analysis comparing JAT values; survey results for the benchmark positions; and produce several possible solutions for implementation.

#### **TASK ACTIVITIES**

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for PVRPD.



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- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
  - 8.3 Create implementation solutions for consideration that take into account the current position of PVRPD as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
  - 8.4 Discuss with the PVRPD Project Manager potential solutions.
  - 8.5 Determine the best solution to meet the needs of PVRPD in the short-term and long-term and document the accepted solution.

**KEY PROJECT MILESTONES:** Initial regression analysis; potential solutions; and documented final solution

### **Task 9.0 – Develop and Submit Draft and Final Reports**

**TASK GOALS:** Develop and submit a draft and final report of the Compensation and Classification Study to PVRPD and present the final report.

#### **TASK ACTIVITIES**

- 9.1 Produce a preliminary draft report for the Management Team that captures the results of each previous step. The report will include a description of the recommended classification and compensation plan and will include implementation strategies and the costs associated with all recommendations.
- 9.2 Submit the draft report to the PVRPD Project Manager, General Manager, and Human Resources Team for review and approval.
- 9.3 Make edits and submit necessary copies of the final report.
- 9.4 Present the final report to the PVRPD Board.
- 9.5 Develop implementation database to communicate the process and progress of this project to the PVRPD Project Manager.

**KEY PROJECT MILESTONES:** Draft and final reports; final presentation; communication plan; and implementation and maintenance database

### **Task 10.0 – Develop Recommendations for Compensation Administration**

**TASK GOALS:** Develop recommendations for the continued administration by PVRPD staff to sustain the recommended classification and compensation structure and provide training.

#### **TASK ACTIVITIES**

- 10.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, including recommendations and guidelines related to: how employees will move through the pay structure/system as a result of transfers, promotions, or demotions; how to pay employees whose base pay has reached the maximum of their pay range or value of their position; the proper mix of pay; how often to adjust pay scales and survey the market; the timing of implementation; and how to keep the system fair and competitive over time.
- 10.2 Recommend recruitment/retention strategies, where appropriate.
- 10.3 Present recommendations to the PVRPD Project Manager for review.
- 10.4 Provide training and tools to Human Resources Department staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes,



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update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

**KEY PROJECT MILESTONES:** Recommendations for compensation administration; recommendations for recruitment/retention policies; and training

### **Task 11.0 – Provide Revised Class Descriptions and FLSA Determinations**

**TASK GOALS:** Update existing class descriptions; create new class descriptions as needed, ensuring EEO/ADA requirement satisfaction; make FLSA determinations; provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the PVRPD Project Manager.

#### **TASK ACTIVITIES**

- 11.1 Assess current class descriptions for form, content, validity, and ADA compliance.
- 11.2 Discuss any necessary changes to the class description format with the PVRPD Project Manager and revise classification descriptions based on data gathered from the JAT process.
- 11.3 Create new class descriptions based on the proposed classification structure by leveraging data from the job evaluation process, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 11.4 Make FLSA determinations as needed.
- 11.5 Recommend a systematic, regular process for reviewing job descriptions.

**KEY PROJECT MILESTONES:** Updated class descriptions; new class descriptions as needed; and FLSA determinations

### **4.3 Proposed Timeline**

Evergreen possesses the ability, staff, skills, and tools to conduct the Compensation and Classification Study for PVRPD in 4.5 months of the project start date and following the signing of the contract. This is based on a tentative start date of September 1, 2022, as stated in the RFP, and a completion date of January 15, 2023, which is within the recommended timeline in the RFP. This proposed timeline can be modified in any way to best meet the needs of PVRPD.

## **5. Project Budget**

Evergreen doesn't have any conflict of interest to perform the work being requested by PVRPD. In addition, there is no pending litigation or any prior litigation against the firm within the past five years.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 4.2** of our proposal is **\$22,500**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to PVRPD to perform the requested work as most of the work can be conducted virtually. **Note: The onsite visits must be conducted concurrently with our current work with the City of Camarillo. If these two visits can't be conducted at the same time we are onsite with the City of Camarillo then Evergreen would need to charge an additional 2,500 per visit.**

Our preferred payment schedule is as follows: 25% - upon completion of Tasks 1 – 2; 25% - upon completion of Tasks 3 – 4; 25% - upon completion of Tasks 5 – ; and 25% - upon completion of Tasks 7 – 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that PVRPD wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.



**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 [REDACTED]. 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: Macy Trueblood, Recreation Supervisor**

**DATE: September 7, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION  
NO. 721 ADOPTING A DISTRICT SPECIAL EVENT  
POLICY**

**SUMMARY**

The Pleasant Valley Recreation & Park District (“District”) develops and manages internal and contracted (external) special events. Currently, staff rely on existing processes to reserve, manage, and report on internal and externally contracted special events.

There is continued demand for District facilities and services. Staff have utilized opportunities for modernizing and improving internal processes with the goal of developing a Special Event Policy (“Policy”).

**BACKGROUND**

The District maintains 28 parks throughout the Camarillo area including a Community Center, a Senior Center, an Aquatic Center, and several sport park facilities.

Currently, no District-wide guideline exists to designate the difference between a Special Event facility reservation and a conventional facility reservation, nor does a standard definition of what constitutes a “special event.” Staff would aim to be as consistent as possible in providing information and when issuing permits.

Common examples of special events the District has permitted include 5k/10k/fun runs, food truck festivals, seasonal holiday events, community art festivals, age/demographic-specific events, summer concerts, bingo events, community rummage sales, outdoor movie events, and commercial filming.

**ANALYSIS**

Back in August of 2021, staff began meeting with the Policy Committee to draft a Special Event Policy (Attachment 1) which is now ready for full Board review. As staff were creating the policy, some discussion questions were asked in order to give staff guidance:

1. What is the District trying to achieve with the creation of this Policy?
  - a. A clear understanding of what the Board considers a Special Event and how it should be managed and the effects it has on District properties.
2. Why does the District need it? Why is it important?

- a. Creates guidelines for staff and gives customers a clear understanding of reservations vs. Special Events as well as specific requirements.
3. What is the process a customer must undertake to book a special event? Current? Ideal?
  - a. Discussions were held about current processes a Customer Service Representative utilizes vs. a Recreation staff member.
4. What criteria qualify a facility reservation request as a special event?
  - a. Four (4) or more event context elements will trigger a reservation to be labeled as a special event.
5. What are the qualifications for having an Event Manager on site?
  - a. All Special Events will have an event manager on site and available for the first two years. As long as no issues arise or changes are made to the event, it can proceed without a manager on site but would be reassessed should concerns arise.
6. How does the process for reserving a facility for a special event compare to the process of reserving a facility for a conventional reservation?
  - a. With this policy, it streamlines the reservation process for both. A new single application has been created that can be used for both special events as well as a regular facility reservation. This document also has the timelines and Special Event designation attached so customers know the difference between the two classifications.
7. What kind of timeline(s) are necessary to mandate to ensure the efficient production of a special event on District property?
  - a. While a 30-day minimum for Special Events is “required,” there are also exceptions to this, and requests will be handled on a case-by-case basis.
8. How do third-party permitting agencies fit into the District facility reservation process?
  - a. Staff worked into the application where outside permitting agencies (e.g., City of Camarillo, Ventura County Public Health) will need to be contacted.
9. How can we ensure that special event requests are handled with consistency from phone call to thank-you card?
  - a. The Special Event Designation list will help ensure that each permit application for a special event will go to a certain staff member.
10. How should the District address customer violations of District policies in the context of special events?
  - a. Violations are outlined in the policy and process.
11. How much lead time is appropriate for reserving and managing large special events?
  - a. Large events will require Board approval, which will require a minimum of 90-days so that staff can bring the event in front of the Board for approval.

### **Part 1 – Special Event Designation**

This section outlines elements of a reservation or event and whether the request needs Board action or not. Some criteria included are attendance level, location, time frame (multi-day), if alcohol is present, if there are food vendors present, etc.

This section also outlines the exceptions to events that would not require Board approval. These include events such as Quinceaneras, corporate parties, weddings, and other similar events which tend to be private events.

## **Part 2 – Reservation Process**

The policy briefly outlines the process, however the process for Special Event reservations will be a separate working document (Attachment 2), as well as the fees, which are determined by the District’s approved fee schedule.

## **Part 3 – Violations**

This section outlines example violations and consequences, to be followed and applied based on the District’s Ordinance 8 and General Use Policy.

## **Part 4 - Permit Cancellations**

This is the standard customer and staff cancellation process that follows the District’s Ordinance 8 and General Use Policy.

## **Part 5 – Appeals**

This is the standard appeal process that follows the District’s Ordinance 8 and General Use Policy.

## **Supplemental Information**

Staff have also included the Permit Application (Attachment 3) to reference, although this is a working document and subject to change at any time (not part of the approved policy). This Permit Application contains the distinction between a Special Event and Facility Rental, a Submissions Timeline, the Applicant information and event context elements as well as the District’s Liability Waiver and Credit Card Processing Form.

## **FISCAL IMPACT**

No fiscal impact is estimated at this time, although a cost savings may be calculated with staff time by streamlining processes and reducing questions back and forth between staff. Currently, costs are limited to staff time to prepare this policy and report/presentation.

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goals:

1.1B: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

1.3E: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events and programs.

## **RECOMMENDATION**

It is recommended the Board of Directors review and approve Resolution 721 adopting the Special Event Policy.

## **ATTACHMENTS**

1. Special Event Policy (7 pages)
2. Special Event Process (working document) (11 pages)
3. Permit Application (working document) (7 pages)
4. Resolution 721 (2 pages)



## PLEASANT VALLEY RECREATION & PARK DISTRICT

### SPECIAL EVENT POLICY

#### Introduction

The Pleasant Valley Recreation & Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational activities and programs. The purpose of this policy is to help determine if requests are a reservation or a special event, and what items must be Board approved. A separate Special Events Process will outline the necessary steps District employees as well as customers must take to legally and effectively hold a special event on District property. The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and District facilities per the General Use Policy.

The District will monitor proper use of allocations and permits with priority given in the following order: District Programming, Community Service Organizations, resident organizations, in-District residents, and all other requests. This policy does not outline the process for designation as a Community Service Organization. For information on this process, please refer to the Community Service Organizations Application Form.

Requests for special event rentals involving District facilities not covered by the Special Events Policy, Field and Facility Allocation and Use Process, Ordinance 8, or the General Use Policy should be addressed in writing to the District. This policy does not cover use of facilities for sports tournaments.

#### Purpose

Prior to reserving District property for an event, District staff should first review the Special Events policy and refer to the Special Event Designation (Attachment 1) to determine if the request is a special event or a facility reservation. Once a Special Event is determined, Staff and the Customer will follow the process outlined below.

## Definition of Terms

**After-Action Report (AAR)** – shall refer to a post-event report completed by District staff with the intent of recapping the important notes of event production.

**Community Service Organization** – shall mean an organization that performs a service for the benefit of the public, is approved by the Pleasant Valley Recreation & Park District, and the organization resides within the District boundaries. These activities are not part of the District programs/classes.

**Customer** – shall refer to any individual or entity that seeks to pay or has paid for a facility permit within one of the District facilities.

**Customer Service Representative (CSR)** – shall refer to District staff who serve as the first line of customer interaction and who handle the majority of facility reservations with the District.

**District** – shall mean the Pleasant Valley Recreation & Park District and/or all land/facilities managed by the Pleasant Valley Recreation & Park District.

**General Use Policy** – shall mean the procedures used in application of District property.

**In-District Resident** – shall mean any person, group, organization, association, partnership, firm, entity, or corporation residing within the boundaries of the District.

**District Facility** – shall include any of the parks operated by the District and any buildings/structures or elements that lie within them.

**Ordinance 8** – shall mean the provisions and rules governing the Pleasant Valley Recreation & Park District, to include the use of parks, recreation areas, and facilities in order that all people may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

**Out-of-District/Non-Resident** – shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District's boundaries.

**Program Analysis** – shall refer to the financial analysis evaluation tool used by District staff to track expenses and revenues for an event in relation to their budgeted line items (if applicable).

**Resident Organization** – shall mean public and private educational, service and civic groups and nonprofit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

**Special Event** – an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions. Special Event status is determined as a result of filling out the attached qualifications checklist.

**Special Event Manager (SEM)** – shall mean the District staff members in charge of handling the proper execution of the permit from initial phone call to after-action report and thank you card.

## Special Event Designation

Reservation requests that are designated as a special event must complete a permit application and adhere to the District's External Events Reservation Process. The below checklist will be used to determine the request's designation.

A rental is a private event with less than 300 people that has three or fewer Event Context elements.

A special event is a public or private event with more than 300 people and/or has four or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

### Special Event Qualification

#### Attendance Level

- 1-300
- 300+ (automatic special event designation)
- 500+: Board approval required

#### Event Type

- Private
  - Ticketed/ Charged admission- board approval required
  - Admission requires a reservation
- Public (automatic special event designation)

#### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
  - May require City of Camarillo Special Event Application
- Location
  - More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- Board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
  - If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
  - 6 hours+ (special event designation considered)

- Multi-day - Board approval required
- External entity permit required (automatic special event designation)
  - Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
  - All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

### Exceptions

Exceptions of external events that do not require Board approval include:

- Private parties including events such as Weddings, Quinceaneras, corporate parties, large birthday parties, baby showers and other similar events
- Annual events that have previously been approved by the District and Board (grandfathered events)

## External Events Reservation Process

For a more in depth understanding on booking a Special Event with the District, please refer to the Special Events Process. Application packets can be submitted in-person to the District Administrative Office at 1605 E. Burnley Street, or by email but must be complete and accompanied by initial payments at the time of submission in order for a facility reservation to be made.

Required items to be submitted with the Special Event Application request:

1. A completed District Permit application along with a signed waiver page.
2. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
3. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
4. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
5. Scheduled application review meeting with District Staff (phone or in-person).
6. Scheduled site walkthrough with District staff.
7. A copy of the customer's IRS Letter of Determination (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

The District recognizes that there may be conflicts for space and time that arise from this process. Conflicts on many location/day/time will be prioritized utilizing the following methods, in order:

1. Emergency and Public Safety Operations (Emergency Disasters/Emergency Response)

2. District Programming to include special events and classes to include District-partnered programming.
3. Community Service Groups (in the case of field & facility use consistent with normally scheduled operations and predicated on the timely and complete submission of facility requests).
4. Returning customers applying for an established event involving a District facility (predicated on the timely and complete submission of facility requests).
5. Customers with new events for a District facility (prioritized by those with the most timely and complete submission of facility requests).

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

### Fees

Event fees will be determined by the approved District Fee Schedule. Initial payment for facilities reserved as part of a Special Event application are to be paid prior to the issuance of a facility permit. The District reserves the right to cancel the facility permit in question should the customer fail to make subsequent payments toward the facility fees invoice. Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager (SEM).

## Special Event Policy Violations

The District recognizes that from time to time, customers may find themselves in situations that may violate District Ordinance 8, General Use Policy, or more specifically, the terms of their event reservation. The District will work with customers to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are to be recorded by the SEM but are encouraged to be reported by any District Staff if such violations fall under their purview. Should violations occur, District staff will follow Ordinance 8 and the General Use policy to address the issues which may include but is not limited to: prevention of future use and collecting reimbursement due to field or facility damage.

\*It is the responsibility of the customer to ensure all participants, vendors, spectators, volunteers and staff under their supervision understand and abide by this process.

The District reserves the right to skip steps in this process at the discretion of the SEM if egregious violations occur at the outset or if malicious intent is perceived that suggests earlier punitive action is necessary. Egregious violations for annual events will be subject to further District review and permits may be denied for the following year at the discretion of the General Manager.

All customer violations and their frequency will be recorded by the SEM in the After-Action Report. Any violation could result in a first, second or third offense and multiple violations do not need to be the same in nature to be issued a second or third violation.



This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.

#### First Violation

The SEM will provide a written notice of violation to the customer evaluating remedies to ensure the violation does not reoccur. The SEM will make written note of this warning being as such for the violation in question and will include notification of the loss of the reservation deposit. Such warning shall also be indicated in a post event letter to the event applicant and saved for record of applicant. The SEM will then indicate the consequences of a second offense should the customer reach that stage.

#### Second Violation

Depending on the nature of the violation and the response of the customer to the repeated warning and SEM assistance at preventing subsequent violations, the District may issue a third warning or may cancel event. Receipt of paid funds from a cancelled event due to policy violations may be prohibited at the discretion of the General Manager.

#### Third Violation

Depending on the nature of the violation, customer may be denied future access to District facilities for event in question and/or customer may be suspended from access to additional District facility reservations for an undetermined amount of time. Note that such restrictions would apply to events in which violating customer is involved regardless of event name changes or customer leadership changes for the event in question.

#### Violation examples include but are not limited to:

1. Use of facility without permit.
2. Use of facility that has been closed due to inclement weather.
3. Use of facility prior to or beyond permit time.
4. Use of additional areas of a facility without proper permitting.
5. Subletting, loaning, or trading facility reservation with another customer.
6. Driving vehicles on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Use of Special Event Permit for major elements not discussed in the pretext of the event.
9. Intentionally misleading SEM as to the likely attendance of the event resulting in major attendance discrepancies.
10. Intentionally leaving trash, damaging District property, or vandalizing District property.

### Permit Cancellation

Special Events may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District due to inclement weather or emergency situations may be rescheduled as facility availability allows or may be refunded in full.

Special Event Permits cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be

refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will not be refunded.

The District may cancel or reassign use of District fields or facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including, but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning, earthquakes, or additional emergency situations.
3. Non-adherence to Field, Facility Allocation & Use Policy, District Ordinance 8, or General Use Policy.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

## Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8. The decision of the General Manager is final.

\*Acceptance of the Policy and Procedures will be indicated by the signature of the customer at the Agreement and Waiver page of the Special Events Application.

# Special Event Process Pleasant Valley Recreation & Park District



## Table of Contents

|  |    |
|--|----|
| Definition of Terms .....  | 4  |
| Special Event Designation .....                                    | 5  |
| Special Event Qualification .....                                  | 5  |
| Attendance Level .....   | 5  |
| Event Type.....  | 5  |
| Event Context.....   | 5  |
| Exceptions .....   | 6  |
| Fees .....   | 7  |
| Inclement Weather .....  | 7  |
| Facility and Turf Preservation .....                               | 8  |
| Special Event Manager Checklist for Special Event Processing ..... | 8  |
| Special Event Policy Violations.....                               | 9  |
| First Violation .....  | 9  |
| Second Violation .....   | 9  |
| Third Violation.....   | 9  |
| Violation examples include but are not limited to: .....           | 10 |
| Permit Cancellation.....   | 10 |
| Appeals.....   | 10 |
| Attachments.....   | 11 |
| Other Documents.....   | 11 |

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Reservation requests that are designated as a special event must complete a special event application and adhere to the District's External Events Reservation Process. The below checklist will be used to determine the request's designation.

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Once a Special Event is determined, Staff and the Customer will follow the process outlined below

## Special Event Qualification

### Attendance Level

- 1-300
- 300+ (automatic special event designation)
- 500+: board approval required

### Event Type

- Private
  - Ticketed/ Charged admission- board approval required
  - Admission requires a reservation
- Public (automatic special event designation)

### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
  - Requires City of Camarillo Special Event Application
- Location
  - More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
  - If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
  - 6 hours+ (special event designation considered)

- Multi-day- board approval required
- External entity permit(s) required (automatic special event designation)
  - Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
  - All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

### Exceptions

Exceptions of external events that do not require Board approval include:

- Private parties including events such as Weddings, Quinceaneras, corporate parties, large birthday parties, baby showers and other similar events
- Annual events that have previously been approved by the District and Board (grandfathered events)

### External Events Reservation Process

In creating a fair and equitable process for allocation of fields and facilities, the following timelines will be utilized as part of the submission process for administering fees and assessing permit requirements. Exact dates are contingent upon the nature of the event for permit requirements but remain consistent for fee collection. Applications are available online and will be emailed to returning vendors with an appropriate amount of lead time in advance of their likely event date.

Application packets can be submitted in-person to the District Administrative Office at 1605 E. Burnley Street, or by email, but must be complete and accompanied by initial payments at the time of submission in order for a facility reservation to be made.

The Application Timeline is at the discretion of the District. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

Required items to be submitted with the Special Event Application request:

1. A completed District Special Event application along with a signed waiver page.
2. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
3. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
4. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
5. Scheduled application review meeting with District Staff (phone or in-person).
6. Scheduled site walkthrough with District staff.
7. A copy of the customer's IRS Letter of Determination (if applicable).



Application packets will be processed according to:

1. Completed application packets (Items 1-7)
2. Park and facility availability
3. User Group classifications

The District recognizes that city, county, and other external entity permitting may be required for certain events.

The District recognizes that there may be conflicts for space and time that arise from this process. Conflicts on many location/day/time will be prioritized utilizing the following methods, in order:

1. Emergency and Public Safety Operations (Emergency Disasters/Emergency Response)\*
2. District Programming to include special events and classes to include District-partnered programming.
3. Community Service Groups (in the case of field & facility use consistent with normally scheduled operations and predicated on the timely and complete submission of facility requests).
4. Returning customers applying for an established event involving a District facility (predicated on the timely and complete submission of facility requests).
5. Customers with new events for a District facility (prioritized by those with the most timely and complete submission of facility requests).

\*While Emergency Personnel are not included in the District's classifications, it should be noted that should there be a natural disaster or emergency, Emergency Personnel will be granted access to District property with approval from the General Manager with little to no notice to other user groups. The District will make every effort to re-schedule programs and events should an emergency occur.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District. For facility and field hours of operation, please refer to the Districts General Use Policy.

Any facilities not specifically addressed on the approved District Fee Schedule are considered open for public use during the hours of park operation and cannot be reserved for exclusive use without approval from the General Manager.

## Fees

Event fees will be determined by the approved District Fee Schedule. Initial payment for facilities reserved as part of a Special Event application are to be paid prior to the issuance of a facility permit. The District reserves the right to cancel the facility permit in question should the customer fail to make subsequent payments toward the facility fees invoice. Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the SEM.

## Inclement Weather

The District reserves the right to cancel or suspend field or facility use permits when conditions could result in injury or cause damage to District property. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, smoke, extreme heat, maintenance issues, lightning, earthquakes, or

other reasons as decided by the District. It is the responsibility of the permit holder to obtain status and notify participants. Inclement weather determination is at the sole discretion of the District.

Make up days due to inclement weather or unforeseen circumstances are at the discretion of the General Manager and are facility and date permitting. The District shall make every effort to accommodate a facility request for the rescheduling of an event in such a manner.

### Facility and Turf Preservation

It is the goal of the District that fields and facilities remain safe and of the highest quality. The District has several processes that relate to turf preservation, sports field lining/marketing, field & facility closures, and field & facility modifications. For information on these processes, please contact the Special Event Manager.

### Special Event Manager Checklist for Special Event Processing

To be completed in order

- Review Application packet
  - Special Event Qualification
  - Confirms no current District, program, or facility conflicts
  - Confirm Customer Needs
  - Confirm all necessary documents needed and create submission timelines
    - District Documents
    - External Agency Documents (City, County, ABC, etc.)
      - For specific guidance on individual processes related to third-party agency permitting and when such steps are necessary, please consult The Event Permits Guide. (Attachment 3)
    - Confirm Vendors
- [POTENTIALLY] Receive General Manager / Board approval based on scope of event
- Special Event Manager (SEM) provides quote for services and facilities needed for event production
  - Detail all fees, deposit and timeline of payment due dates
    - May include any third-party permitting fees needed to hold event
- Customer submits initial (or full) payment
- SEM creates contract in SmartRec and reserves areas needed for event
- SEM follows up and provides Customer with list of outstanding permits or requirements needed on a timely basis
- Customer makes final payment on event; timeline based on the District's General Use Policy
- Event Day(s)
- Post Event walkthrough between SEM and customer
  - Evaluate cleaning needs, facility damage, or lack of.
  - Return deposit (if appropriate) the week following the event
  - If staff were on-site during the event, staff fill out an after-action report

## Special Event Policy Violations

The District recognizes that from time to time, customers may find themselves in situations that may violate District Ordinance 8, General Use Policy, or more specifically, the terms of their event reservation. The District will work with customers to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are to be recorded by the SEM but are encouraged to be reported by any District Staff if such violations fall under their purview. Should violations occur, District staff will follow Ordinance 8 and the General Use policy to address the issues which may include but is not limited to: prevention of future use and collecting reimbursement due to field or facility damage.

\*It is the responsibility of the customer to ensure all participants, vendors, spectators, volunteers and staff under their supervision understand and abide by this process.

The District reserves the right to skip steps in this process at the discretion of the SEM if egregious violations occur at the outset or if malicious intent is perceived that suggests earlier punitive action is necessary. Egregious violations for annual events will be subject to further District review and permits may be denied for the following year at the discretion of the General Manager.

All customer violations and their frequency will be recorded by the SEM in the After-Action Report. Any violation could result in a first, second or third offense and multiple violations do not need to be the same in nature to be issued a second or third violation.

This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.

### First Violation

The SEM will provide a written notice of violation to the customer evaluating remedies to ensure the violation does not reoccur. The SEM will make written note of this warning being as such for the violation in question and will include notification of the loss of the reservation deposit. Such warning shall also be indicated in a post event letter to the event applicant and saved for record of applicant. The SEM will then indicate the consequences of a second offense should the customer reach that stage.

### Second Violation

Depending on the nature of the violation and the response of the customer to the repeated warning and SEM assistance at preventing subsequent violations, the District may issue a third warning or may cancel event. Receipt of paid funds from a cancelled event due to policy violations may be prohibited at the discretion of the General Manager.

### Third Violation

Depending on the nature of the violation, customer may be denied future access to District facilities for event in question and/or customer may be suspended from access to additional District facility reservations for an undetermined amount of time. Note that such restrictions would apply to events in which violating customer is involved regardless of event name changes or customer leadership changes for the event in question.

Violation examples include but are not limited to:

1. Use of facility without permit.
2. Use of facility that has been closed due to inclement weather.
3. Use of facility prior to or beyond permit time.
4. Use of additional areas of a facility without proper permitting.
5. Subletting, loaning, or trading facility reservation with another customer.
6. Driving vehicles on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Use of Special Event Permit for major elements not discussed in the pretext of the event.
9. Intentionally misleading SEM as to the likely attendance of the event resulting in major attendance discrepancies.
10. Intentionally leaving trash, damaging District property, or vandalizing District property.

## Permit Cancellation

Special Events may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District due to inclement weather or emergency situations may be rescheduled as facility availability allows or may be refunded in full.

Special Event Permits cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will not be refunded.

The District may cancel or reassign use of District fields or facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including, but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning, earthquakes, or additional emergency situations.
3. Non-adherence to Field, Facility Allocation & Use Policy, District Ordinance 8, or General Use Policy.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

## Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8, Section 110. The decision of the General Manager is final.

\*Acceptance of the Policy and Procedures will be indicated by the signature of the customer at the Agreement and Waiver page of the Special Events Application.

## Attachments

**All documents are working documents and subject to change at any time.**

(External) Permit Application

## Other Documents

**Not attached but are working documents and available for use by District staff.**

The Event Permits Guide

Site Map Templates for District Parks (Available for customers should they need)

Event Matrix Template

Program Analysis Template

Special Event Binder Checklist (To include third-party agency applications)

After-Action Report Template – Senior Event Staff

After-Action Report Template – Support Staff

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# Pleasant Valley Recreation & Park District

## PERMIT APPLICATION

### FACILITY RENTAL vs. SPECIAL EVENT DETERMINATION

A **RENTAL** is a private event with less than 300 people that has three or fewer Event Context elements.

A **SPECIAL EVENT** is a public or private event with more than 300 people and/or has **four (4) or more** Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

For additional clarification on Special Events versus Facility Rentals, please reference the PVRPD Special Event Policy.

### Special Event Qualification Checklist

#### Attendance Level

- 1-300       300+ (automatic special event designation)       500+: Board approval required

#### Event Type

- Private
- Ticketed/ Charged admission- Board approval required
  - Guest Admission requires a reservation or preregistration
- Public (automatic special event designation)

#### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
- May require City of Camarillo Special Event Application
- Location
- More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- Board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
- If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
- 6 hours+ (special event designation considered)
  - Multi-day - Board approval required
- External entity permit(s) required (automatic special event designation)
- Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
- All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

# Pleasant Valley Recreation & Park District

## PERMIT APPLICATION

### SUBMISSION TIMELINES

The below Submission Timelines are at the discretion of the District and subject to change. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

All fees for rentals and special events will be assigned based on the most current Board Approved Fee Schedule.

#### Facility Rental Timeline

Required items to be submitted for a Facility Rental Request:

1. A completed District Permit Application along with a signed waiver page.
2. All Fees including refundable security deposit and 50% of fees per the general use policy
3. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy (if applicable).

Indoor Facility Rentals require a 30-day minimum notice. No reservations will be made after this point.

The balance is due at least 30 days before your event date, along with all required signatures, vendor info, insurance info, and table/chair layout. For applications submitted less than 30 days in advance of event, total fees and all appropriate paperwork are due at the time of application and can only be paid with cash or credit card.

A reservationist will review your application and contact you if any additional information is needed.

#### Special Event Timeline

Required items to be submitted with the Special Event request:

4. A completed District Permit Application along with a signed waiver page.
5. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
6. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
7. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
8. Scheduled application review meeting with District Staff (phone or in-person).
9. Scheduled site walkthrough with District staff.
10. A copy of the customer's IRS Letter of Determination for Non-Profit Status (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager.

Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Special Event Permits paid but cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full minus the non-refundable application and processing fees. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will only be refunded the refundable cleaning deposit.

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# Pleasant Valley Recreation & Park District

## PERMIT APPLICATION

| Applicant Information |   |      |
|-----------------------|---|------|
| Organization Name:    | Non-Profit <input type="checkbox"/> Yes <input type="checkbox"/> No |      |
| Contact Name:         |   |      |
| Address:              |   |      |
| City:                 | State:  | Zip: |
| Email:                | Phone:  |      |
| Alternate Contact:    | Alt. Phone:   |      |

| Reservation/Event Information   |                    |   |                    |
|---|--------------------|---|--------------------|
| Name or Title of Event:   |                    |   |                    |
| Requested Facility/Location(s):   |                    |   |                    |
| Date(s) of Event:   |                    | Estimated Attendance:   |                    |
| Setup date:   | Time setup starts: | Cleanup date:   | Time cleanup ends: |
| Event Start Time:   |                    | Event End Time:   |                    |
| Event Purpose and Description:  |                    |   |                    |
| ADDITIONAL QUESTIONS  |                    |   |                    |
| Is this event: <input type="checkbox"/> Public <input type="checkbox"/> Private   |                    |   |                    |
| Event requires advanced registration <input type="checkbox"/> Yes <input type="checkbox"/> No   |                    | Event is Charging Admission <input type="checkbox"/> Yes <input type="checkbox"/> No            |                    |
| <input type="checkbox"/> Electricity Required (indoor only)   |                    | <input type="checkbox"/> Amplified Sound (limited locations)                                    |                    |
| <input type="checkbox"/> Tables/Chairs Required (indoor only)   |                    | <input type="checkbox"/> Microphone, Screen, or Podium (indoor only)                            |                    |
| <input type="checkbox"/> Alcohol Present (security may be required)   |                    | <input type="checkbox"/> Alcohol Sold (ABC license required)                                    |                    |
| Will event have vendors (DJ, Band, Food, Craft, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No  |                    |   |                    |
| How many?   |                    | Describe:   |                    |
| Will items or services be sold at event? <input type="checkbox"/> Yes <input type="checkbox"/> No   |                    | Describe:   |                    |
| Will food be present? <input type="checkbox"/> Yes <input type="checkbox"/> No  |                    |   |                    |
| Type of food: <input type="checkbox"/> Self Provided <input type="checkbox"/> Catered <input type="checkbox"/> Food Truck/Vendor (limited locations)                          |                    |   |                    |
| Will event include entertainment? <input type="checkbox"/> Yes <input type="checkbox"/> No  |                    | Describe:   |                    |
| Will a banner be posted at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No  |                    | Describe:   |                    |
| Is this a run/walk event? <input type="checkbox"/> Yes <input type="checkbox"/> No  |                    | Will event use City streets/sidewalks? <input type="checkbox"/> Yes <input type="checkbox"/> No |                    |
| Will streets need to be closed or partially closed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide map of street closures. |                    |   |                    |
| Other Event Elements (Bounce House Inflatables, Rides, etc.):   |                    |   |                    |

## Agreement & Release

As an Applicant, I acknowledge that the above information is true and correct. I understand that the application fee is non-refundable. I understand that applications submitted within sixty (60) days of proposed event are subject to a late fee. I understand that a submitted application does not guarantee reservation. Contracted reservations are subject to facility availability. Special Events may be subject to additional City and County permits and fees. Additionally, a fully priced quote is not available until after a complete application has been received.

I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District, and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

I agree and understand that vehicles at any time are not allowed on District turf. Doing so may result in loss of deposit and or the addition of maintenance/repair fees as assessed by District staff. **Initial:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Application Submission

|  |  |
|--|--|
| <input type="checkbox"/> <b>Email:</b>   | <a href="mailto:csr@pvrpd.org">csr@pvrpd.org</a> , 805-482-1996                      |
| <input type="checkbox"/> <b>Mail to:</b> | Pleasant Valley Recreation & Park District, 1605 E. Burnley St., Camarillo, CA 93010 |

#### For Office Use Only

|   |   |
|---|---|
| <input type="checkbox"/> <b>SPECIAL EVENT</b> | <input type="checkbox"/> <b>FACILITY RENTAL</b>                                   |
| Date Received:                                | Quote Created: <input type="checkbox"/> Yes <input type="checkbox"/> No           |
| Contract Number:                              | Deposit Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No       |
| Processed By:                                 | Final Balance Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No |

#### ADDITIONAL REQUIREMENTS

|   |   |
|---|---|
| <input type="checkbox"/> Site Map or Event Layout provided for area(s) of use   | <input type="checkbox"/> Certificate of Insurance and Endorsement Form    |
| <input type="checkbox"/> List of Vendors  | <input type="checkbox"/> Alcohol Liability Insurance (if alcohol present) |
| <input type="checkbox"/> Vendors selling items or services must have Camarillo Business License and provide COI + Endorsement             |   |
| External Entity Permit Required: <input type="checkbox"/> Yes <input type="checkbox"/> No      Date Submitted: _____ Date Approved: _____ |   |

## **AGREEMENT, WAIVER, RELEASE FORM - RENTER**

### **USE OF FACILITY**

#### **A. GENERAL PROVISIONS**

- a. I, The RENTER, understands: Reservation applications must be submitted at least 30 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application in order to secure any picnic shelter, indoor facility or sports facility. The remaining balance is due no later than 30 days prior to the reservation date. A reservation application submitted less than 30 days prior to the event date may be allowed, pending District approval. Cancellations made 30 days or more prior to the reservation date will receive a partial refund. Cancellations made less than 30 days in advance of the reservation date will only receive a refund of the refundable cleaning deposit. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. The district reserves the right to deny approval of any permit request at any time.

#### **B. INFORMED CONSENT AND RELEASE**

- a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

#### **C. INDEMNIFICATION**

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

#### **D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS**

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations
- c. I, the RENTER, further agree that I am solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.

- e. I, the RENTER, understand that the DISTRICT reserves the right to immediately revoke RENTER's right to use of the facility under this agreement should the RENTER fail to comply with any provision of this section.

E. INSURANCE REQUIREMENTS

a. THIS SECTION SHALL APPLY ONLY TO RESERVATIONS WHICH REQUIRE INSURANCE COVERAGE

b. I, the RENTER, agree to abide by the following:

- i. General liability insurance: the RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

F. FORCE MAJEURE

- a. I, the RENTER, understand that due to Force Majeure Events that, notwithstanding anything to the contrary contained in this agreement, the DISTRICT shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The RENTER waives any right of recovery against DISTRICT and the USER/RENTER shall not charge results of "acts of God" to DISTRICT, its officers, employees, or agents.

I have carefully read this disclaimer agreement and understand its terms, including the release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and I agree to assume all risks associated with my use and occupancy of the Premises.

Agreed & Accepted \_\_\_\_\_ [signature] Date \_\_\_\_\_



# Pleasant Valley Recreation & Park District CREDIT CARD AUTHORIZATION FORM

**Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**CCV (3 or 4 -Digit #):** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Amount Charged:** \$ \_\_\_\_\_

**Payment For:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

By signing this form, you authorize the Pleasant Valley Recreation & Park District to charge your card  
for the amount listed above.

**For Office Use Only:**

**Received by:** \_\_\_\_\_ **Processed by:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Account Code:** \_\_\_\_\_

## RESOLUTION NO. 721

### A RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A DISTRICT SPECIAL EVENT POLICY

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public facilities; and,

WHEREAS, the Pleasant Valley Recreation and Park District wishes to establish rules regarding the use of District properties for Special Events,

WHEREAS, it is necessary for the efficiency of the District's operations to delegate responsibility and authority to the General Manager or the designee who will carry out these responsibilities,

WHEREAS, the District Policy Committee reviewed and made recommendations regarding the specified Special Event Policy for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed "Special Event Policy" attached hereto as Exhibit "A."

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Policy. The Board of Directors approves and adopts the policy entitled "Special Event Policy" set forth in Exhibit "A" attached hereto and directs that the policy be indicated as approved on September 7, 2022.

Section 3. Periodic Review. The Board of Directors directs the General Manager to review the Special Event Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary to keep the District's established reserves at an amount capable of effectively addressing potential fiscal emergencies.

Section 4. Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 7<sup>th</sup> day of September 2022, by the following vote:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Board Chair  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

Attested:

\_\_\_\_\_  
Beverly Dransfeldt, Secretary  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**8. 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