

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

BOARD OF DIRECTORS
REGULAR MEETING AGENDA
October 7, 2020

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 and the order of the Ventura County Public Health Officer issued March 20, 2020 (Stay Well at Home)

In order to minimize the spread of COVID-19, the Council Chambers will not be open to the public. To observe and/or participate in the Board meeting from the comfort of your home or other Stay Well at Home-compliant location:

1. 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/UCCjEvMW3h472YEO9gI3Qgig>
3. Public Comment options:
 - a. Email – If you wish to make a comment on a specific agenda item, please submit your comment via email by 3:00 pm on Wednesday, October 7, 2020 to the Recording Board Secretary at kroberts@pvrpd.org. The Recording Board Secretary will print your email, distribute copies to all Board members prior to the meeting and the Chair will read the emailed comments aloud.
 - b. Phone – You may call the PVRPD office at 805-482-1996, ext. #101 by 3:00 pm on Wednesday, October 7, 2020 and provide your name, your phone number and your item of interest. Board staff will call you on October 7 during the time for general Public Comments which is usually around 6:05 pm or at the appropriate time for a comment pertaining to a specific agenda item to allow you to state your comments.

5:00 P.M.

WORKSHOP – QUARTERLY FINANCIAL UPDATE

Information will be provided by staff.

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #662

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.

5. PRESENTATIONS

A. District Highlights

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board. **(Please note the options available to provide public comment listed above for this meeting.)**

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

A. Minutes for Regular Board Meeting of September 2, 2020 and Special Board Meeting of September 12, 2020

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before September 25, 2020.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for August 2020.

D. Community Service Organization Report and Annual Approval

Consideration of the annual report from the Camarillo Cosmos Track Club.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of the 2020 Camarillo Christmas Parade: Santa Hits the Road

With the continued prevalence of COVID-19 and the impacts on traditional District programming, staff have adapted the 2020 Camarillo Christmas Parade: Santa Hits the Road to meet current State, County, and CDC guidelines and recommendations.

Suggested Action: A MOTION to Approve and authorize the 2020 Camarillo Christmas Parade: Santa Hits the Road special event.

B. Consideration and Approval of a Professional Services Agreement with Lauterbacher & Associates, Architects Inc. for the Design and Construction Plans for Community Center Kitchen Remodel

This project would expand capacity and use of the 51-year-old Community Center kitchen.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a professional services agreement between the District and Lauterbach & Associates, Architects Inc. for the design and construction plan documents for the Community Center Kitchen remodel.

C. Consideration and Approval of Request for Proposal Specifications for Landscape Maintenance of the Pleasant Valley Fields Sports Complex

District staff evaluated the current landscape maintenance service contract and determined some specifications needed to be amended to satisfy current needs of the site. The issuance of

any Request for Proposal using the proposed specifications will be brought back in the future for separate consideration.

Suggested Action: A MOTION to Approve the Request for Proposal specifications for the maintenance of the Pleasant Valley Fields Sports Complex Landscaping.

D. Consideration and Approval to Extend the Landscape Maintenance Service Contract Between the District and Natural Green Landscape Inc.

Currently, the District has a maintenance contract that requires the contractor to maintain 25 park sites that include the following items: turf, tree clearance and shrubs, clean walkways, and empty trash cans.

Suggested Action: A MOTION to Approve one of the following options:

- 1) the extension of the landscape maintenance services contract between the District and Natural Green Landscape Inc. OR
- 2) for staff to initiate a Request for Proposal and extend the current contract for one (1) month or until the RFP process is finalized OR
- 3) the expiration of the current contract and approve the commencement of District staff to maintain all park sites OR
- 4) the allowance of the current contract to expire (February 15, 2021) and have staff initiate a Request for Proposal (RFP) for contractual services.

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

- A. Chair Magner
- 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 – Miracle League, Nexus Study
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report

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

11. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
September 2, 2020**

1. CALL TO ORDER

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 p.m. by Chair Magner.

A. Adjourned to Closed Session

The Board adjourned to closed session at 5:00 p.m.

B. Closed Session

1) Conference with Legal Counsel – Anticipated Litigation

Pursuant to Government Code sections 54956.9(d)(2) and (d)(3), the Board conducted a closed session to consider the claim of Andrew Peralta.

2) Conference with Legal Counsel – Litigation

Pursuant to Government Code Section 54956.9(d)(2), the Board conducted a closed session to confer with legal counsel regarding litigation of one case.

C. Regular Meeting Reconvened

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 6:08 p.m. with nothing to report.

2. PLEDGE OF ALLEGIANCE

Director Mark Malloy led the pledge.

3. ROLL CALL

All present. Director Kelley was present via teleconferencing.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, and Administrative Analyst Jessica Puckett.

4. AMENDMENTS TO THE AGENDA

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to approve the Agenda as presented.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Agenda**

Carried

5. PRESENTATIONS

A. District Highlights

Recreation Services Manager Eric Storrie presented some of the District happenings from the last few months. Fitness classes have been approved for outside locations at the Community Center. The Recreation Department is offering over 60 virtual classes in September and a couple of no cost hikes on September 13 and 26 at Camarillo Grove Park which have been made possible by the State of California's Habitat Conservation Fund Grant. The online version of the September Activity Guide is available now. Friday Food Distribution is continuing at the Senior Center in partnership with Food Share Ventura County and Camarillo Grocery Outlet. Food Share has also been holding their distribution of monthly Senior Kits the first Wednesday of the month at the Community Center. The Parks Department has installed a fertigation system at Pleasant Valley Fields and is currently resurfacing the basketball courts at Pitts Ranch Park. Preparation has begun for the installation of the new marquee at the Community Center.

6. PUBLIC COMMENTS

Recording Board Secretary Karen Roberts read aloud 3 emailed public comments that were sent in prior to the meeting. The first public comment was from Audra Seldeen and Nora Ryan for the Las Posas Trails Committee. Ms. Seldeen wrote that they appreciate the opportunity to demonstrate the importance of the "Barranca Trail" versus the Avocado and Valley Vista routes in ensuring the safe accessibility to the Equestrian Park and the rest of the trail system. They look forward to continuing to work with the District with regards to the park.

David Woodbury of Camarillo submitted an email regarding Item 7.D. *Community Service Organization Report and Annual Approval*. Mr. Woodbury stated that the Camarillo Pony Baseball Association (CPBA) offers on its website paid access to PVRPD fields to guest organizations for practices, scrimmages, and tournaments. Mr. Woodbury questioned the District's understanding of the CSO's activities and requested disclosure of the financial relationship between CPBA and SOCAL USSSA Baseball before consideration of the CSO's annual agreement approval.

Bob Aaron of Camarillo submitted an email regarding Item 7.D. *Community Service Organization Report and Annual Approval* and Item 8.D. *Adoption of Resolution No. 661 Updating the District Record Retention Policy and Retention Schedule*. Mr. Aaron requested that the District's General Manager's contract be discussed in detail at the next board meeting on October 7. Mr. Aaron also requested that Item 7.D. and Item 8.D. be rescheduled until after the November elections.

7. CONSENT AGENDA

- A. Minutes for Special Board Meeting of June 29, 2020 and Regular Board Meeting of July 1, 2020 and Special Board Meeting of July 1, 2020
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Community Service Organization Report and Annual Approval

- E. Consideration and Adoption of Resolution No. 658 Declaring Designated District Restrooms be Kept Open Anytime a Local or Federal Incident that Affects Ventura County is Declared
- F. Consideration and Approval of Change in Cell Tower Lessee at 5901 Mission Oaks
- G. Adoption of Resolution No. 659 Amending the Bylaws for the Pleasant Valley Recreation and Park District Board

Chair Magner requested that Item 7.C. *Financial Reports* be pulled for discussion.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve the Consent Agenda minus 7.C. *Financial Reports*.

Voting was as follows:

Ayes: Malloy, Dixon, Mishler, Chair Magner

Noes:

Absent: Kelley

Abstained:

Motion to Approve Consent Agenda Minus 7.C.

Carried

Motion: Carried

Directors Mishler and Malloy provided a Finance Committee presentation regarding CalPERS and PVRPD's Unfunded Liability for FY 2019-2020. CalPERS reported a preliminary 4.7% investment return for FY 2019-20 in July 2020. The net rate return of the "Fixed Income" asset class was reported at 12.5% which seems high. CalPERS possibly sold off high returning fixed rate investments at the sake of future returns. CalPERS also presented an annual report on the funding status of the Public Employees Retirement Fund as of the press release date and not the end of the FY on June 30 when the funding status was even lower. With the lower funding status and the low return, the District's Unfunded Liability (UL) increased in FY 2019-20 by \$795,000. This amount will be "loaned" from CalPERS to be repaid over 22 years with 7% interest. PVRPD's UL payments have been increasing steadily and the amount budgeted for the current year is over \$85,000 more than last year. This year's UL payment of \$434,065 is 6% of the District's Fund 10, General Fund budgeted income. With no control over these obligations, the District's revenue has to increase in order to provide the current level of services.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve Consent Agenda Item 7.C. *Financial Reports*.

Voting was as follows:

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

Noes:

Absent:

Motion to Approve Item 7.C.

Carried

Motion: Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of a Professional Services Agreement with Withers and Sandgren, Ltd. for the Creation of Construction Documents Enabling the Phased Completion of the Arneill Ranch Park Renovation Project

Administrative Analyst Anthony Miller presented the proposal for Withers & Sandgren, Ltd. to be contracted to provide the construction documentation for the initial phase of Arneill Ranch Park Renovation Project. The park is one of the District’s most heavily used parks, is centrally located within the City of Camarillo, and offers a unique wide range of amenities not found in any other park within the District. Withers & Sandgren, Ltd. were previously involved in creating a comprehensive concept plan for the park through a community-driven park “redesign” process. This proposed contract includes the specific work necessary to create construction documentation relating to the rough grading, irrigation, lighting, equipment layout, and track redevelopment within the District’s financial restrictions. Discussion included: initial phase of layout placement, request for pull up bars and tie offs for people to do band work; and money from Quimby fees which can be used specifically for these types of park improvements in this multiple phase project.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve and authorize the General Manger to enter into a professional services agreement with Withers & Sandgren, Ltd. for the planning and creation of construction documents enabling the phased construction of the Arneill Ranch Park Renovation Project.

Motion to Approve Withers & Sandgren, Ltd. for Creation of Construction Documents

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

B. Consideration and Adoption of Resolution No. 660, Updated District Reserve Policy

Administrative Services Manager Leonore Young presented an updated District Reserve Policy which was last reviewed and adopted in April 2015. The Vehicle Fleet Reserve and the Computer Hardware Reserve annual contributions were increased to keep up with inflation and to build up the reserves for larger purchases if needed. The proposed annual contribution for the Capital Improvement Reserves was decreased by 50% to \$75,000. These updates were reviewed with the Finance Committee in August.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to approve and adopt Resolution No. 660, updating the District’s Reserve Policy.

Motion to Adopt Reso 660, Reserve Policy

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

C. Consideration and Approval of the Purchase of a Rheem 10-Ton High Efficiency Gas Heating and Air Conditioning Unit for the Administration Building

Park Services Manager Bob Cerasuolo presented a proposal for the purchase and installation of a new gas heating and air conditioning unit for the District's Administration building. The old unit was installed in 1989 and regularly maintained for 31 years, but it is now inoperable. Staff is currently using numerous portable fans to keep air flowing within the building. Discussion included: the immediate need for the HVAC unit; and the purchase and possible cost savings with an efficient unit.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to approve the purchase and installation of a Rheem 10-Ton 208-230 Volts 3phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit with Air Works Solutions AND a budget adjustment in the amount of \$14,520 to the Capital Budget in Fund 10.

Motion to Approve Purchase of HVAC Unit with Air Works for Admin Bldg

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Adoption of Resolution No. 661 Updating the District Record Retention Policy and Retention Schedule

Administrative Analyst Anthony Miller presented an updated Record Retention Schedule for the District. The existing schedule was complex and too specific and thus prone to falling out of date as District operations changed over time. The Policy Committee reviewed the schedule in July 2020. Discussion included: staff's review of California's State Department and the California Special District Association (CSDA) record retention guidelines; potential option for a record management system which could be looked at for a future date; and the simplicity and relevancy of the new schedule.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to adopt Resolution No. 661, updating the District Record Retention Policy and Retention Schedule.

Motion to Adopt Reso 661, Record Retention Policy

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

E. Consideration and Adoption of Resolution No. 662 Nominating a Board Member for the Local Agency Formation Commission Special District Regular Member Seat

Administrative Analyst Anthony Miller presented a consideration for the Board to nominate a fellow board member to replace Special District Regular LAFCo Member Mary Anne Rooney's seat which expires in December 2020. There were not any board members interested in the position.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to not nominate a board member for any of the special district seats on the Ventura County Local Agency Formation Commission (LAFCo).

Motion to Not Nominate a Board Member for LAFCo

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. INFORMATIONAL ITEMS

A. Chair Magner – Chair Magner stated that the General Manager’s report would be given before the other informational items. General Manager Mary Otten addressed recent legislation and the status of the Freedom Gymnasium. AB 685 passed which provides that public agency employers notify employees within 24 hours if someone tests positive for COVID-19 in the workplace. AB 2257, an update of AB 5 is going to the Governor and covers worker classifications and exemptions regarding a 3-part test for an employee or a contractor. Also, Ms. Otten stated that if there is a stay on evictions for the year, there may be an effect on property fees collected. The Community Center (Room #7) will be a location for In Person Voting and Drop Off Vote by Mail ballots from Oct 31 through Nov 3. Administrative Analyst Anthony Miller is working on live streaming the next regular board meeting through YouTube. Regarding the status of the Freedom Gymnasium, Eric Kuskie will not be purchasing the building, so Oxnard Unified School District may be considering other options, including possibly demolishing the structure because it is not up to code for student use. Board discussion included: looking at possibly leasing, request for a property transfer, using the building while the facility is on the market, and the higher value of the property without the building on it.

B. Ventura County Special District Association/California Special District Association – VCSDA - Chair Magner reported that VCSDA met via Zoom on August 4 with a presentation on dementia and health care. CSDA – Chair Magner reported that the 2020 Annual Conference & Exhibitor Showcase for August was cancelled. The CSDA Board met and approved the 20-21 budget with a slight increase in dues for CSDA. CSDA’s Salary Survey will be available to the District because of the District’s participation.

C. Ventura County Consolidated Oversight Board – Director Mishler stated that there is a meeting scheduled for September 4.

D. Santa Monica Mountains Conservancy – Director Mishler reported that SMMC is not receiving any money from the state to help out the agency. With no extra money to spare, if a landlord wanted to donate free land to SMMC, they could not take it because of maintenance costs, etc.

E. Standing Committees – Finance – Director Malloy stated that numbers are good and the cash position is better than a year ago. Revenue from December’s property taxes will show the District if we will need to have additional cost savings programs. Liaison – Director Dixon – no meeting. Long Range Planning – Director Malloy stated that they met on July 14 with public participation. There was a request for a community meeting with the committee in the future. Personnel – Director Kelley – no meeting. Policy – Director Dixon stated that the committee is continuing to work on the Tournament policy.

F. Ad Hoc Committees – Miracle League – Director Malloy stated that the first of two meetings addressed field locations and spacing and the second meeting reviewed solutions with ML having their own electrical meter and expenses. Nexus Study – No meeting.

G. Foundation for Pleasant Valley Recreation and Parks – Chair Magner stated that the group is in hiatus.

H. General Manager’s Report – Ms. Otten presented her report earlier.

10. ORAL COMMUNICATIONS

Director Kelley stated that there is frustration because there are more COVID-19 cases, even with everyone knowing what they should be doing. The community should follow the guidelines presented and make a major dent in this. Director Dixon stated that COVID-19 doesn’t appear to be severely impacting the hospital and it seems like it is well under control. The numbers are coming from less cautious people and younger people, but it seems to be impacting them to a lesser degree. Director Malloy attended monthly board meetings and a PPE distribution event held at the Community Center on August 3. On September 23, City Council will have a tri annual review of the proposal to convert the Camarillo Springs Golf Course into a residential development. There are over 250 golfers a day and the greens are currently being maintained as they should have been all along. Director Mishler thanked staff for working on the live broadcasting of the board meetings and stated that the District is the only live broadcast amongst all of the special districts in Ventura County. Director Dixon thanked Directors Malloy and Mishler on their CalPERS liability presentation. It is important that this information be brought to the public’s attention as other agencies are having the same issues.

11. ADJOURNMENT

Chair Magner adjourned the meeting at 8:00 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Elaine Magner
Chair

**Pleasant Valley Recreation and Park District
Administrative Building, Room #6
Minutes of Special Meeting
September 12, 2020**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 9:02 a.m. by Chair Magner.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present. Colin Tanner, legal counsel for PVRPD was also present via Zoom.
Also Present: General Manager Mary Otten, Recreation Services Manager Eric Storrie, Human Resources Specialist Kathryn Drewry, and Customer Service Lead/Recording Board Secretary Karen Roberts.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS – DISCUSSION/ACTION

A. Discussion Regarding Temporary Staffing Assistance between Boys & Girls Club and Pleasant Valley Recreation & Park District

Recreation Services Manager Eric Storrie reported that the Pleasant Valley School District (PVSD) and the Boys and Girls Club (BGC) currently have a Child Supervision Services agreement for BGC staffing at PVSD facilities. BGC was looking for additional staff assistance and since the District's PLAY Care did not happen, the District has 6 staff members available. District staff are proposed to be room monitors, Monday through Friday from 7:45 am to 2:00 pm through December 18 at PVSD sites. The District would be reimbursed by BGC at \$19.69/hr per employee. This amount covers about 54% of the employees' salary plus benefits and keeps District staff employed while helping out the community. Legal Counsel has drafted a Temporary Staffing Assistance agreement which will be presented at the October Board Meeting.

Discussion included: support for the agreement; a 10 day notice for District staff if PVSD terminates the contract before December 18; PVSD's challenge with lower than expected attendance; BGC's supervisory role over participating District staff; clarity of special employment and District coverage of Workers' Compensation; District mileage

reimbursement when employee travels from the school site to the District to complete shift; concern of indemnity rights if PVSD child is hurt due to District staff causing the injury; limiting staff exposure; District back-up for sick staff members; District staff completion of required trainings and live scans, etc.; possible need for a special session to approve agreement which is still in the planning stages; and a potential MOU to cover a possible District employee start up next week. The Board directed staff to continue pursuing the temporary staffing opportunity with the Boys and Girls Club.

At 9:28 am, with no objections noted, Chair Magner stated that the Board would move into the closed session.

7. CLOSED SESSION

A. Conference with Legal Counsel – Existing Litigation

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

B. Regular Meeting Convened

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 10:53 a.m. with nothing to report.

8. ADJOURNMENT

Chair Magner adjourned the meeting at 10:53 a.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Elaine Magner
Chair**

Pleasant Valley Recreation and Park District
Finance Report
August 2020

	Date	Amount	
Accounts Payables:	08/2020	\$ 349,981.89	
	Total	\$ 349,981.89	
Payroll (Total Cost):	8/6/2020	\$ 128,236.24	
	8/20/2020	\$ 120,081.50	
	08/2020 BD. Comp.	\$ 1,155.00	
	Total	\$ 249,472.74	
Outgoing:Online Payments	8/6/2020	\$ 33,351.21	CALPERS- Health Insurance
	8/6/2020	\$ 1,839.36	The Hartford
	8/6/2020	\$ 479.55	VSP- Vision Insurance
	8/6/2020	\$ 378.84	Aflac
	8/6/2020	\$ 14,421.51	CALPERS- Ret.- PR 08/6/2020
	8/6/2020	\$ 2,220.96	The Guardian
	8/20/2020	\$ 14,315.09	CALPERS- Ret.- PR 08/20/2020
	8/28/2020	\$ 1,050.00	CALPERS- GASB-68 Repeort & Schedules
	Total	\$ 68,056.52	
	Grand Total	\$ 667,511.15	

CASH REPORT

	8/31/2020 Balance	8/31/2019 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 126,738.27	\$ 242,623.40	
457 Pension Trust Restricted	\$ 60,357.59	\$ 67,098.11	
Quimby Fee - Restricted	\$ 139,072.88	\$ 11,068.98	
Multi-Bank Securities Restricted	\$ 419,061.14	\$ 660,764.48	
Ventura County Pool - Restricted	\$ 4,555,874.88	\$ 4,191,635.37	
FCDP Checking	\$ 22,128.61	\$ 20,979.04	
Total	\$ 5,323,233.37	\$ 5,194,169.38	
Semi-Restricted Funds			
Assessment	\$ 847,780.11	\$ 578,427.60	
Capital Improvement	\$ 113,744.90	\$ 30,979.88	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 50,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital	\$ 2,361,410.24	\$ 2,706,443.03	
Contingency - Dry Period	\$ 361,000.00	\$ 271,000.00	
Contingency - Computer	\$ 15,000.00	\$ 10,000.00	
Contingency - Repair/Oper/Admin	\$ 50,000.00	\$ 30,000.00	
Total	\$ 3,845,176.99	\$ 3,694,092.25	
Unrestricted Funds			
Contingency	\$ 37,205.96	\$ 766,059.76	
LAIF/Cal Trust - Contingency	\$ 1,160,998.82	\$ 586,862.31	
General Fund Checking	\$ 111,512.05	\$ 191,734.99	
Total	\$ 1,309,716.83	\$ 1,544,657.06	
Total of all Funds	\$ 10,478,127.19	\$ 10,432,918.69	\$ 45,208.50

	9/8/2020 Balance	9/30/2019 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 126,738.27	\$ 242,771.26	
457 Pension Trust Restricted	\$ 54,358.61	\$ 67,131.46	
Quimby Fee - Restricted	\$ 142,712.88	\$ 211,564.33	
Multi-Bank Securities Restricted	\$ 415,421.14	\$ 661,107.82	
Ventura County Pool - Restricted	\$ 4,555,874.88	\$ 4,072,817.79	
FCDP Checking	\$ 21,539.61	\$ 21,004.04	
Total	\$ 5,316,645.39	\$ 5,276,396.70	
Semi-Restricted Funds			
Assessment	\$ 846,756.04	\$ 555,291.64	
Capital Improvement	\$ 244,316.23	\$ 31,028.70	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 50,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital	\$ 2,161,410.24	\$ 2,706,443.03	
Contingency - Dry Period	\$ 361,000.00	\$ 271,000.00	
Contingency - Computer	\$ 15,000.00	\$ 10,000.00	
Contingency - Repair/Oper/Admin	\$ 50,000.00	\$ 30,000.00	
Total	\$ 3,774,724.25	\$ 3,671,005.11	
Unrestricted Funds			
Contingency	\$ 37,205.96	\$ 516,197.47	
LAIF/Cal Trust - Contingency	\$ 1,160,998.82	\$ 92,821.77	
General Fund Checking	\$ 235,044.82	\$ 279,797.79	
Total	\$ 1,433,249.60	\$ 888,817.03	
Total of all Funds	\$ 10,524,619.24	\$ 9,836,218.84	\$ 688,400.40

MBS – Multi Bank Securities

MBS - US Treasury Type	April 9 2019	May 8 2019	June 10 2019	July 9 2019	August 12 2019	Sept 12 2019	Oct 9 2019	Nov 12 2019	Dec 11 2019
US 3 Month	2.376%	2.399%	2.215%	2.148%	1.927%	1.870%	1.630%	1.540%	1.525%
US 6 Month	2.375%	2.388%	2.128%	2.065%	1.875%	1.840%	1.635%	1.532%	1.522%
US 1 Year	2.332%	2.295%	1.961%	1.932%	1.702%	1.755%	1.542%	1.515%	1.500%
US 2 Year	2.346%	2.297%	1.904%	1.886%	1.575%	1.720%	1.449%	1.652%	1.636%
US 3 Year	2.294%	2.264%	1.874%	1.835%	1.503%	1.685%	1.402%	1.679%	1.655%
US 5 Year	2.306%	2.287%	1.915%	1.857%	1.484%	1.645%	1.389%	1.723%	1.664%
	Jan 15 2020	Feb 11 2020	March 10 2020	April 6 2020	May 12 2020	June 9 2020	July 8 2020	August 10 2020	Sept 8 2020
US 3 Month	1.527%	1.515%	.386%	.093%	.102%	.155%	.137%	.088%	.105%
US 6 Month	1.525%	1.485%	.368%	.137%	.123%	.175%	.148%	.110%	.117%
US 1 Year	1.490%	1.430%	.325%	.150%	.138%	.175%	.143%	.123%	.123%
US 2 Year	1.558%	1.423%	.404%	.264%	.169%	.204%	.159%	.121%	.135%
US 3 Year	1.707%	1.401%	.472%	.337%	.218%	.251%	.183%	.133%	.160%
US 5 Year	1.783%	1.421%	.514%	.444%	.351%	.404%	.301%	.218%	.269%

Ventura County Pool

Investment Name	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019
Ventura County Pool	2.655%	2.677%	2.686%	2.707%	2.639%	2.563%	2.497%	2.363%	2.259%
	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Ventura County Pool	2.089%	2.02%	1.995%	1.887%	1.796%	1.604%	1.451%	1.293%	1.103%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019
Local Agency Investment Fund (LAIF)	2.436%	2.445%	2.449%	2.428%	2.379%	2.341%	2.280%	2.190%	2.150%
	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Local Agency Investment Fund (LAIF)	2.043%	1.967%	1.912%	1.787%	1.648%	1.363%	1.217%	.920%	.784%

Cal Trust

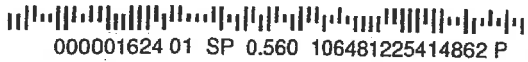
Investment Name	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2020
Cal Trust	2.30%	2.32%	2.29%	2.27%	2.26%	2.03%	2.00%	1.77%	1.56%
	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Cal Trust	1.52%	1.50%	1.50%	.79%	.27%	.15%	.10%	.07%	.004%



P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER _____
STATEMENT DATE 08-24-2020
AMOUNT DUE \$2,676.49
NEW BALANCE \$2,676.49

PAYMENT DUE ON RECEIPT



000001624 01 SP 0.560 106481225414862 P
PLEASANT VALLEY REC PRK
ATTN LEO YOUNG
1605 E BURNLEY ST
CAMARILLO CA 93010-4524

AMOUNT ENCLOSED
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

000267649 000267649

tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
\$10,968.38	\$3,330.54	\$0.00	\$0.00	\$0.00	\$654.05	\$10,968.38	\$2,676.49

CORPORATE ACCOUNT ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-07	08-07	74798260220000000000013	PAYMENT - 2384 00000 A	10,968.38 PY

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-04	08-03	74692160216100921420194	AMZN MKTP US AMZN.COM/BILL WA	10.71 CR
08-05	08-03	24202980217030026967823	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	475.00
08-10	08-08	24692160221100461664811	J2 *METROFAX 888-929-4141 CA	9.95
08-17	08-16	24431060229083342965468	AMAZON.COM*MM93N4PS1 AMZN AMZN.COM/BILL WA	42.89
08-21	08-20	24430990233400818007091	MSFT * E0700BZ52B 800-642-7676 WA	12.00

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 08/24/20	DISPUTED AMOUNT .00	PREVIOUS BALANCE	10,968.38
SEND BILLING INQUIRIES TO: U.S. Bank National Association U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE 2,676.49		PURCHASES & OTHER CHARGES	3,330.54
			CASH ADVANCES	.00
			CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	654.05
		PAYMENTS	10,968.38	
		ACCOUNT BALANCE	2,676.49	

Company Name: PLEASANT VALLEY REC PRK

Corporate Account Number:

Statement Date: 08-24-2020

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-21	08-20	24430990233400818007117	MSFT * E0700BZ5UF 800-642-7676 WA	287.50
08-21	08-20	24430990233400818007166	MSFT * E0700BZ5R3 800-642-7676 WA	28.00

NICK MARIENTHAL	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$138.71	\$0.00	\$138.71

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-30	07-29	24015170211003654354300	76 - UP0688 CAMARILLO CA	40.05
08-10	08-06	24316050220548642046177	SHELL OIL 57442710604 CAMARILLO CA	48.28
08-20	08-18	24316050232548612033599	SHELL OIL 57442710604 CAMARILLO CA	50.38

BRANDON LOPEZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$80.00	\$681.72	\$0.00	\$601.72

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-27	24015170209003399378139	76 - UP0688 CAMARILLO CA	43.69
08-03	07-30	24610430213010190721129	THE HOME DEPOT #1012 CAMARILLO CA	48.13
08-06	08-05	24015170218000599892389	76 - UP0688 CAMARILLO CA	45.51
08-07	08-06	74040830219900013800060	CHAPIN EQUIPMENT RENTAL OXNARD CA	80.00 CR
08-07	08-06	24040830219900013800016	CHAPIN EQUIPMENT RENTAL OXNARD CA	334.78
08-07	08-05	24610430219010182775863	THE HOME DEPOT #1012 CAMARILLO CA	56.84
08-17	08-14	24015170227001860134054	76 - UP0688 CAMARILLO CA	42.32
08-20	08-19	24692160232100023854022	LOWES #03170* THOUSAND OAKS CA	110.45

MICHAEL CRUZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$6.40	\$0.00	\$6.40

Post Date	Tran Date	Reference Number	Transaction Description	Amount
7-31	07-29	24610430212010189721990	THE HOME DEPOT #1012 CAMARILLO CA	6.40

OHN FLETCHER	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$73.35	\$664.57	\$0.00	\$591.22

Post Date	Tran Date	Reference Number	Transaction Description	Amount
7-23	07-21	74610430204010190743681	THE HOME DEPOT #1012 CAMARILLO CA	73.35 CR
7-23	07-21	24610430204010190738649	THE HOME DEPOT #1012 CAMARILLO CA	74.05
7-23	07-21	24692160204100704186730	THE HOME DEPOT 1012 CAMARILLO CA	500.00
7-29	07-27	24692160210100806466560	THE HOME DEPOT 1012 CAMARILLO CA	90.52

ACY TRIERI OOD	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$9.99	\$9.99	\$0.00	\$0.00



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number: _____
Statement Date: 08-24-2020

NEW ACTIVITY

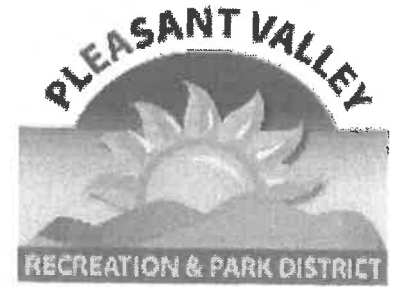
Post Date	Transaction Date	Reference Number	Transaction Description	Amount
7-23	07-22	24492150204637058380586	SIGNUPGENIUS WWW.SIGNUPGEN NC	9.99
8-03	08-01	74492150214637960341620	SIGNUPGENIUS 7043299530 NC	9.99 CR
MARY OTTEN				
		CREDITS	PURCHASES	CASH ADV
		\$480.00	\$25.00	\$0.00
				TOTAL ACTIVITY
				\$455.00 CR
Post Date	Transaction Date	Reference Number	Transaction Description	Amount
8-12	08-11	74431060224083004793646	NEWEGG INC CITY OF INDUS CA	480.00 CR
8-17	08-14	24202980229030059302027	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	25.00
ROBERT A CERASUOLO				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$454.54	\$0.00
				TOTAL ACTIVITY
				\$454.54
Post Date	Transaction Date	Reference Number	Transaction Description	Amount
8-21	08-19	24323040233290200056267	BIG BRAND TIRE AND SERVI CAMARILLO CA	454.54
ANTHONY MILLER				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$494.27	\$0.00
				TOTAL ACTIVITY
				\$494.27
Post Date	Transaction Date	Reference Number	Transaction Description	Amount
7-23	07-21	24610430204010190740914	THE HOME DEPOT #1012 CAMARILLO CA	13.91
7-29	07-28	24492150210745805916065	RACKSOLUTIONS 903-453-0801 TX	441.64
8-07	08-06	24492150220769075870032	FRY'S ELECTRONICS # 44 OXNARD CA	4.30
8-10	08-07	24164070220741209947108	FEDEX 395564681209 MEMPHIS TN	17.30
8-17	08-14	24692160227100638404020	AMZN MKTP US*MF05T6WO2 AMZN.COM/BILL WA	17.12

Department: 00000 Total: \$2,676.49
 Division: 00000 Total: \$2,676.49

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 08/31/2020 - 2:48PM
 Date Range: 08/01/2020 - 08/31/2020
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
23787	UMPQUA BANK	UMPQUA BANK: PRINCIPAL PAYM	08/13/2020	112,000.00
23804	MICHELLE RIOS	M.RIOS: SECURITY DEPOSIT REF	08/27/2020	300.00
Total for Department: 00 Non Departmentalized				112,300.00
Department: 03 Recreation				
0	US BANK	US BANK: CALCARD CHARGES S	08/06/2020	201.07
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/	08/13/2020	578.50
23714	PATRICIA ACOSTA	P.ACOSTA AQUATICS REFUND DU	08/13/2020	136.00
23717	KATHLEEN AMBROSE	K.AMBROSE: AQUATICS REFUND	08/13/2020	162.00
23719	KATHRYN ARTUSO	K.ARTUSO AQUATICS REFUND D'	08/13/2020	136.00
23721	ASHLEY BOHM	A.BOHM: AQUATICS REFUND DU	08/13/2020	162.00
23722	MELISSA BUDD	M.BUDD AQUATICS REFUND DUF	08/13/2020	136.00
23723	DAVID CARLSON	D.CARLSON AQUATICS REFUND I	08/13/2020	136.00
23724	LUCIA CARRILLO	L.CARRILLO: AQUATICS REFUND I	08/13/2020	102.87
23725	ANNA CASH	A.CASH AQUATICS REFUND DUE	08/13/2020	136.00
23726	JULIA CEDRE	J.CEDRE AQUATICS REFUND DUE	08/13/2020	136.00
23727	LETTIE CHAVEZ	L.CHAVEZ AQUATICS REFUND DI	08/13/2020	136.00
23728	LAUREN COLLINS	L.COLLINS:AQUATICS REFUND D	08/13/2020	136.00
23730	DAVID DANIELS	D. DANIELS AQUATICS REFUND I	08/13/2020	272.00
23731	LUISA D'AUNOY	L.D'AUNOY: AQUATICS REFUND	08/13/2020	182.00
23732	CRYSTAL DEMATE	C.DEMATE AQUATICS REFUND D'	08/13/2020	136.00
23733	ANN DYER	A.DYER: AQUATIC REFUND DUE	08/13/2020	81.00
23734	MARINA GONZALEZ-ACEVEDO	M. G-ACEVEDO AQUATICS REFU	08/13/2020	272.00
23735	SARAH GRASSO	S.GRASSO: AQUATICS REFUND D	08/13/2020	171.00
23736	DAVIT HARUTYUNYAN	A.HARUTYUNYAN: AQUATICS RE	08/13/2020	162.00
23737	TIMOTHY HARWARD	T.HARWARD: AQUATICS REFUNC	08/13/2020	162.00
23738	MICHAEL HASSAN	M.HASSAN AQUATICS REFUND D	08/13/2020	272.00
23739	DEBBIE HELDERLEIN	D.HELDERLEIN:AQUATICS REFU	08/13/2020	136.00
23740	ANALUISA HEREDIA	A.HEREDIA: AQUATICS REFUND	08/13/2020	364.00
23741	PAMELA HERON	P.HERON: AQUATICS REFUND DI	08/13/2020	81.00
23742	DAPHNE HODGES	D.HODGES: AQUATICS REFUND I	08/13/2020	81.00
23743	ANCA HRONIS-ATTIA	A.HRONIS-ATTIA:AQUATICS REF.	08/13/2020	136.00
23744	REBECCA HUSS	R.HUSS: AQUATICS REFUND DUE	08/13/2020	272.00
23745	JENNY IDEN	J.IDEN: AQUATICS REFUND DUE	08/13/2020	136.00
23748	VERONICA LEMUS	V.LEMUS: AQUATICS REFUND DU	08/13/2020	81.00
23749	ALISA LOFTICE	A.LOFTICE AQUATICS REFUND D	08/13/2020	136.00
23750	BIANCA LOPEZ	B.LOPEZ: AQUATICS REFUND DU	08/13/2020	161.38
23751	RAN LU-ANDREWS	R.LU-ANDREWS AQUATICS REFU	08/13/2020	136.00
23752	JESSICA MAITEN	J.MAITEN: AQUATICS REFUND DI	08/13/2020	81.00
23753	TRINA MANDERS	T.MANDERS: AQUATICS REFUND	08/13/2020	162.00
23754	MELANIE MCGOWAN	M.MCGOWAN: AQUATICS REFUN	08/13/2020	272.00
23755	BORIS MEZHEBOVSKY	B.MEZHEBOVSKY AQUATICS REI	08/13/2020	272.00
23757	ROBERT MOSKOWITZ	R.MOSKOWITZ: AQUATICS REFU	08/13/2020	136.00
23759	TAYLOR NAY	T.NAY: AQUATICS REFUND DUE	08/13/2020	136.00
23760	PARKER-ANDERSON LEARNING C	PARKER-ANDERSON LEARNING C	08/13/2020	560.00
23761	ANDREA PAROSKI	A.PAROSKI: AQUATIC REFUND D'	08/13/2020	272.00
23762	ALEJANDRO PAUL	A.PAUL: AQUATICS REFUND DUE	08/13/2020	81.00
23763	JENNIFER ROMERO	J.ROMERO: AQUATICS REFUND I	08/13/2020	81.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
23764	MOISES SANCHEZ	M.SANCHEZ: AQUATICS REFUND	08/13/2020	171.00
23765	MANAMI SHIMAKAWA	M.SHIMAKAWA AQUATICS REFUN	08/13/2020	136.00
23766	SHANNON SKEENS	S.SKEENS: AQUATICS REFUND D	08/13/2020	162.00
23767	CARMEN SOTO	C.SOTO: AQUATICS REFUND DUE	08/13/2020	272.00
23768	MARCIA STOCK	M.STOCK: AQUATICS REFUND DI	08/13/2020	272.00
23769	JOHN PAUL THIELE	J.P. THIELE AQUATICS REFUND D	08/13/2020	136.00
23770	MARICEL TOLENTINO	M.TOLENTINO AQUATICS REFUN	08/13/2020	136.00
23771	CONNIE TRIPE	C.TRIPE AQUATICS REFUND DUE	08/13/2020	136.00
23773	SHARI VACA	S.VACA AQUATICS REFUND DUE	08/13/2020	136.00
23774	AIWEN VALLEJO	A.VALLEJO: AQUATIC REFUND D	08/13/2020	81.00
23775	REBECCA VANWINKLE	R.VANWINKLE:AQUATICS REFUN	08/13/2020	81.00
23776	CHARELLE WALLACE	C.WALLACE: AQUATICS REFUND	08/13/2020	102.87
23777	KATHERINE WORRELL	K.WORRELL: AQUATICS REFUND	08/13/2020	105.72
23778	SARA YOUNG	S.YOUNG AQUATICS REFUND DU	08/13/2020	182.00
23783	LIZA COBLYN	L.COBLYN: CHECK TO REP. VOID	08/13/2020	25.00
23785	LIVINGSTON MEMORIAL	LIVINGSTON MEMORIAL: 50 PLU	08/13/2020	125.00
23789	CHANTAL MOFFET	C.MOFFETT: AQUATICS REFUND	08/17/2020	243.00
23802	PCH SCUBA, INC.	PCH SCUBA, INC.: REFUND OF AI	08/27/2020	1,260.00
Total for Department: 03 Recreation				11,540.41

Department: 04 Parks

0	CITY OF CAMARILLO	CITY OF CAM.:WATER SERVICE/L	08/03/2020	10,929.51
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	08/06/2020	4,902.61
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	08/19/2020	17,355.49
0	CITY OF CAMARILLO	CITY OF CAM.: WATER SERVICE/I	08/20/2020	57.38
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE- I	08/21/2020	23,127.59
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	08/31/2020	14,482.34
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: 08/2020 TRASCH C	08/27/2020	4,336.74
0	SOCAL GAS COMPANY	SOCAL GAS CO.: GAS SERVICE/C	08/26/2020	46.99
0	SOCAL GAS COMPANY	SOCAL GAS CO.: GAS SERVICE/A	08/27/2020	632.84
0	SOCAL GAS COMPANY	SOCAL GAS: GAS SERVICE/PV FI	08/28/2020	57.09
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/FREEDOM	08/03/2020	1,032.73
0	SOUTHERN CALIF EDISON COMP.	SCE:07/2020 POWER SERVICE/LOI	08/06/2020	1,689.22
0	SOUTHERN CALIF EDISON COMP.	SOCAL EDISON: POWER SERV./B	08/11/2020	3,697.47
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/PV FIELDS	08/17/2020	1,514.77
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/MISSION C	08/19/2020	360.73
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/TRAILSIDE	08/20/2020	41.80
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/COMM. CT	08/24/2020	2,537.62
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/VALLE LIN	08/26/2020	91.37
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/NANCY BU	08/28/2020	25.74
0	US BANK	US BANK: CALCARD CHARGES- S	08/06/2020	1,278.11
0	WEX BANK	WEX BANK: 07/2020 FUEL PURCH	08/04/2020	3,303.21
0	CODY GILMER	C.GILMER: BOOTS REIMBURSEM	08/27/2020	150.00
0	JAVIER JUAREZ	J.JUAREZ: BOOTS REIMBURSEME	08/13/2020	300.00
23718	AMERICAN BUILDING COMFORT	AMERICAN BLDG. COMFORT: HV	08/13/2020	225.00
23720	B & B DO IT CENTER	B&B: ENTRY KNOB/PV POOL	08/13/2020	89.14
23729	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: W/	08/13/2020	57.72
23781	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: 0	08/13/2020	947.39
23782	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: IRRIGATION SU	08/13/2020	1,369.24
23784	EMG HOLDINGS, LLC	EMG HOLDINGS: 45 CASES OF BA	08/13/2020	4,837.50
23786	SITEONE LANDSCAPE SUPPLY LI	SITEONE: IRRIGATION SUPPLIES/	08/13/2020	725.92
23788	W & S SERVICES	W&S: SEWER SERVICE/ FREEDOM	08/13/2020	536.01
23791	AMERICAN BUILDING COMFORT	AMERICAN BLDG. COMFORT:HV	08/27/2020	172.50
23792	B & B DO IT CENTER	B&B:FESCUE GRASS/MEL VINCEI	08/27/2020	537.81
23795	CAMROSA WATER DISTRICT	CAMROSA WATER DIST.:WATER S	08/27/2020	25,814.87
23796	CITY OF CAMARILLO- CASHIER	CITY OF CAM: PVRPD SR & COM	08/27/2020	108.75
23797	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: IRRIGATION SU	08/27/2020	168.89
23798	COUNTY OF VENTURA	COUNTY OF VENTURA: 04/2020 C	08/27/2020	62.50
23800	NAPA AUTO PARTS	NAPA AUTO PARTS: BRAKE PADS	08/27/2020	467.74
23801	NATURAL GREEN LANDSACAPES	NATURAL GREEN L/S: THATCH R	08/27/2020	4,400.00
23803	PHOENIX GROUP INFORMATION	PHOENIX INFO. SYS. GRP.PCSC F	08/27/2020	725.50
23804	MICHELLE RIOS	M.RIOS: RENTAL REFUND DUE TY	08/27/2020	581.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
23805	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES/	08/27/2020	468.84
23806	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECH: PARK SIGNS/FRE	08/27/2020	1,455.70
Total for Department: 04 Parks				135,703.37
Department: 05 Administration				
0	CULLIGAN OF SYLMAR	CULLIGAN: 07/2020 WATER SERV	08/07/2020	35.00
0	DIGITAL DEPLOYMENT	DIGITAL DEPLOYMENT: 08/2020 \	08/13/2020	300.00
0	EDD	EDD: SUI/STATEMENT OF REIMB.	08/06/2020	17,956.00
0	PACIFIC WESTERN BANK	PACWEST: 07/2020 ANALYSIS FEE	08/17/2020	85.07
0	SPECTRUM BUSINESS	SPECTRUM BUSINESS; CABLE TV	08/27/2020	16.99
0	US BANK	US BANK: CALCARD CHARGES/S	08/06/2020	8,418.64
23714	PATRICIA ACOSTA	P.ACOSTA ADMIN FEE REFUND D	08/13/2020	4.00
23715	ALLCONNECTED, INC.	ALLCONNECTED: 08/2020 COMP.	08/13/2020	1,174.00
23716	ALLCONNECTED, INC.	ALLCONNECTED: 1 YR. DOMAIN	08/13/2020	30.00
23717	KATHLEEN AMBROSE	K.AMBROSE: ADM. FEE REFUND	08/13/2020	8.00
23719	KATHRYN ARTUSO	K.ARTUSO ADMIN FEE REFUND I	08/13/2020	4.00
23721	ASHLEY BOHM	A.BOHM: ADM. FEE REFUND DUE	08/13/2020	8.00
23722	MELISSA BUDD	M.BUDD ADMIN FEE REFUND DU	08/13/2020	4.00
23723	DAVID CARLSON	D.CARLSON ADMIN FEE REFUND	08/13/2020	4.00
23724	LUCIA CARRILLO	L.CARRILLO: ADM. FEE REFUND D	08/13/2020	4.00
23725	ANNA CASH	A.CASH ADMIN FEE REFUND DUE	08/13/2020	4.00
23726	JULIA CEDRE	J.CEDRE ADMIN FEE REFUND DU	08/13/2020	4.00
23727	LETTIE CHAVEZ	L.CHAVEZ ADMIN FEE REFUND I	08/13/2020	4.00
23728	LAUREN COLLINS	L.COLLINS:ADM. FEE REFUND D	08/13/2020	4.00
23730	DAVID DANIELS	D. DANIELS ADMIN FEE REFUND	08/13/2020	8.00
23731	LUISA D'AUNOY	L.D'AUNOY: ADM. FEE REFUND I	08/13/2020	8.00
23732	CRYSTAL DEMATE	C.DEMATE ADMIN FEE REFUND I	08/13/2020	4.00
23733	ANN DYER	A.DYER: ADM. FEE REFUND DUE	08/13/2020	4.00
23734	MARINA GONZALEZ-ACEVEDO	M. G-ACEVEDO ADMIN FEE REFU	08/13/2020	8.00
23735	SARAH GRASSO	S.GRASSO: ADM. FEE REFUND DU	08/13/2020	4.00
23736	DAVID HARUTYUNYAN	A.HARUTYUNYAN: AQUATICS RE	08/13/2020	8.00
23737	TIMOTHY HARWARD	T.HARWARD: ADM. FEE REFUND	08/13/2020	8.00
23738	MICHAEL HASSAN	M.HASSAN ADMIN FEE REFUND I	08/13/2020	8.00
23739	DEBBIE HELDERLEIN	D.HELDERLEIN:ADM. FEE REFUN	08/13/2020	4.00
23740	ANALUISA HEREDIA	A.HEREDIA: ADM. FEE REFUND I	08/13/2020	16.00
23741	PAMELA HERON	P.HERON: ADM. FEE REFUND DU	08/13/2020	4.00
23742	DAPHNE HODGES	D.HODGES: ADM. FEE REFUND D	08/13/2020	4.00
23743	ANCA HRONIS-ATTIA	A.HRONIS-ATTIA:ADM. FEE REF.I	08/13/2020	4.00
23744	REBECCA HUSS	R.HUSS: ADM. FEE REFUND DUE	08/13/2020	8.00
23745	JENNY IDEN	J.IDEN: ADM. FEE REFUND DUE T	08/13/2020	4.00
23746	J. THAYER COMPANY	J.THAYER: COPY PAPER	08/13/2020	111.99
23747	STEPHANIE JOYCE	S.JOYCE/ERGO ASSESSMENTS OF	08/13/2020	400.00
23748	VERONICA LEMUS	V.LEMUS: ADM. FEE REFUND DU	08/13/2020	4.00
23749	ALISA LOFTICE	A.LOFTICE ADMIN FEE REFUND I	08/13/2020	4.00
23750	BIANCA LOPEZ	B.LOPEZ ADMIN FEE REFUND DU	08/13/2020	12.00
23751	RAN LU-ANDREWS	R.LU-ANDREWS ADM. FEE REFUI	08/13/2020	4.00
23752	JESSICA MAITEN	J.MAITEN: ADM. FEE REFUND DU	08/13/2020	4.00
23753	TRINA MANDERS	T.MANDERS: ADM. FEE REFUND	08/13/2020	8.00
23754	MELANIE MCGOWAN	M.MCGOWAN:ADM. FEE REFUND	08/13/2020	8.00
23755	BORIS MEZHEBOVSKY	B MEZHEBOVSKY ADMIN FEE RE	08/13/2020	8.00
23757	ROBERT MOSKOWITZ	R.MOSKOWITZ: ADM. FEE REFUN	08/13/2020	4.00
23758	MOSS,LEVY & HARTZHEIM	MOSSM LEVY & HARTZHEIM: FO	08/13/2020	1,000.00
23759	TAYLOR NAY	T.NAY: ADM. FEE REFUND DUE T	08/13/2020	4.00
23761	ANDREA PAROSKI	A.PAROSKI ADMIN FEE REFUND I	08/13/2020	8.00
23762	ALEJANDRO PAUL	A.PAUL: ADM. FEE REFUND DUE	08/13/2020	4.00
23763	JENNIFER ROMERO	J.ROMERO: ADM. FEE REFUND D	08/13/2020	4.00
23764	MOISES SANCHEZ	M.SANCHEZ: ADM. FEE REFUND	08/13/2020	4.00
23765	MANAMI SHIMAKAWA	M.SHIMAKAWA ADMIN FEE REFL	08/13/2020	4.00
23766	SHANNON SKEENS	S.SKEENS: ADM. FEE REFUND DU	08/13/2020	8.00
23767	CARMEN SOTO	C.SOTO ADMIN FEE REFUND DUE	08/13/2020	8.00
23768	MARCIA STOCK	M.STOCK: ADM. FEE REFUND DU	08/13/2020	8.00
23769	JOHN PAUL THIELE	J.P. THIELE ADMIN FEE REFUND	08/13/2020	4.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
23770	MARICEL TOLENTINO	M.TOLENTINO ADMIN FEE REFUI	08/13/2020	4.00
23771	CONNIE TRIPE	C.TRIPE ADMIN FEE REFUND DU	08/13/2020	4.00
23773	SHARI VACA	S.VACA ADMIN FEE REFUND DUE	08/13/2020	4.00
23774	AIWEN VALLEJO	A.VALLEJO: ADM. FEEREFUND D	08/13/2020	4.00
23775	REBECCA VANWINKLE	R.VANWINKLE: ADM.FEE REFUN	08/13/2020	4.00
23776	CHARELLE WALLACE	C.WALLACE: ADM. FEE REFUND	08/13/2020	4.00
23777	KATHERINE WORRELL	K.WORRELL: ADM. FEE REFUND	08/13/2020	8.00
23778	SARA YOUNG	S.YOUNG ADMIN FEE REFUND D	08/13/2020	8.00
23779	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: 08/2020	08/13/2020	1,505.92
23780	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER, LLP: 07/20	08/13/2020	1,272.50
23787	UMPQUA BANK	UMPQUA BANK: INTEREST PAYM	08/13/2020	13,768.30
23789	CHANTAL MOFFETT	C.MOFFETT: ADM. FEE REFUND I	08/17/2020	12.00
23793	BAY ALARM	BAY ALARM: ALARM MONITORIN	08/27/2020	345.00
23799	KONICA MINOLTA	KONICA MINOLTA: 07/2020 BIZH	08/27/2020	543.76
23804	MICHELLE RIOS	M.RIOS: RENTAL REFUND DUE T	08/27/2020	25.00
Total for Department: 05 Administration				47,308.17
Total for Fund:10 General Fund				306,851.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CALCARD BILL DATE (08/06/2020	929.12
23794	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: 08/2020 LS MAINTI	08/27/2020	26,383.87
23807	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TREE M	08/27/2020	4,999.50
23808	SCI CONSULTING GROUP	SCI CONSULTING GRP: 20/21 ASSI	08/27/2020	10,676.01
Total for Department: 00 Non Departmentalized				42,988.50
Total for Fund:20 Assessment Fund				42,988.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES S	08/06/2020	141.44
Total for Department: 00				141.44
Total for Fund:30 Park Dedication Fund				141.44

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		349,981.89

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

TO: BOARD OF DIRECTORS

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

DATE: October 7, 2020

SUBJECT: FINANCE REPORT AUGUST 2020

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for August 31, 2020 for Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH AUGUST 31, 2020

The District's Statements of Revenues and Expenditures for the period of July 1, 2020 through August 31, 2020 with a year-to-date comparison for the period of July 1, 2019 through August 31, 2019 are attached. The percentage rate used for the 2020-2021 fiscal year budget is 17% for Period 2 of the fiscal year.

REVENUES

Total revenue for the 2nd month ending August 31, 2020 for Fund 10 (General Fund) has an overall decrease of \$543,526 in comparison to fiscal year 2019-2020. The variance from prior year is made up of decreases in 1) Hill Fire Revenue (\$156,693), 2) Public Fees (\$115,585), 3) ROPS (\$114,028) and various other line items that are also reflected from prior years. Excluding the Hill Fire Payment, the decreases in a majority of the revenue line items are due to COVID-19 which will have a major impact on the FY2020-2021 budget. Unfortunately, the impacts of COVID-19 will continue to be challenging and will be a constant source in the decreased amount of revenue for this fiscal year. Staff will continue to monitor and adjust the budget as needed and keep the Board updated.

Total revenue for the 2nd month ending August 31, 2020 for Fund 20 (Assessment District) is at 0.0% of budget. This is normal for the Assessment District as the Assessment District does not receive any significant revenue until the tax apportionment which is received in December.

Fund 30, the Park Dedication Fund has had minimal revenue activity for the first month of FY2020-2021 reporting.

EXPENDITURES

Personnel Expenditures have decreased by \$38,837 for fiscal year 2020-2021 in comparison to personnel expenses for the same time last year. Even though most of the personnel line items

reflect a decrease in comparison to prior year, the increase in the CalPERS Unfunded Liability (\$84,747) in comparison to last fiscal year offset the decreased line items for August.

Service and Supply Expenditures for Fund 10 have increased \$30,340 in comparison to the same time as last year.

Fund 20 is at 12% in Personnel and 16% in Service and Supplies.

Fund 30 has no Personnel or Services and Supplies Expenses for the fiscal year 2020-2021.

The capital projects in Fund 10 (General Fund) and Fund 30 (Park Dedication Fees) have begun.

FISCAL IMPACT

Overall, the financials show the District is over the approved budget for Fund 10 by 1.68% and Fund 20 by 5.33%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for August 31, 2020 for Fund 10, Fund 20, and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of August 31, 2020 Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of August 31, 2020 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of August 31, 2020 Fund 30
(1 page)

General Ledger
Fund 10 General Ledger
August 2020 17 %

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110	\$ -	\$ -	\$ -	(6,481,869.00)	(6,481,869.00)	0.00%
Interest Earnings	5310	\$ -	(6,736.33)	(56.54)	(36,030.00)	(35,973.46)	0.16%
Hill Fire 2018	5465	\$ -	(156,693.01)	-	-	-	0.00%
Park Patrol Citations	5506	(566.00)	(322.25)	(784.00)	(2,434.00)	(1,650.00)	32.21%
Contract Classes-Public Fees	5510	(2,326.50)	(38,741.90)	(6,241.00)	(147,695.00)	(141,454.00)	4.23%
Public Fees	5511	(10.00)	(124,340.69)	(8,755.00)	(224,783.00)	(216,028.00)	3.89%
Public Fees-Entry Fees	5520	-	(12,979.26)	(2,019.00)	(29,809.00)	(27,790.00)	6.77%
Vending Concessions	5525	-	(2,383.60)	-	(732.00)	(732.00)	0.00%
Rental	5530	(6,440.25)	(64,191.81)	(7,537.25)	(253,856.00)	(246,318.75)	2.97%
Cell Tower Revenue	5535	(8,136.70)	(18,600.18)	(16,139.85)	(91,704.00)	(75,564.15)	17.60%
Parking Fees	5540	(685.22)	(4,530.63)	(998.95)	(7,261.00)	(6,262.05)	13.76%
Dues	5550	-	50.00	-	-	-	0.00%
Activity Guide Revenue	5555	-	(6,810.00)	-	(13,500.00)	(13,500.00)	0.00%
Sponsorships	5558	-	(800.00)	-	-	-	0.00%
Staffing Cost Recovery	5563	(4,500.00)	(5,151.75)	(5,155.00)	(31,285.00)	(26,130.00)	16.48%
Special Event Permits	5564	-	(100.00)	100.00	-	(100.00)	0.00%
Security Services Recovery	5566	-	(427.00)	-	-	-	0.00%
Donations	5570	(35,000.00)	(70,232.50)	(35,000.00)	(36,000.00)	(1,000.00)	97.22%
Grants	5573	-	(20.75)	-	-	-	0.00%
Other/Purchase Discount Taken	5575	(218.00)	(26,780.04)	(10,318.49)	(44,082.00)	(33,763.51)	23.41%
Credit Card Processing Fee	5576	-	(209.67)	30.00	-	(30.00)	0.00%
Cash Over/Under	5580	(15.00)	(15.00)	(15.00)	-	15.00	0.00%
Incentive Income	5585	(23.39)	(26.49)	(44.48)	(1,300.00)	(1,255.52)	3.42%
Reimbursement - ROPS	5600	-	(188,584.61)	(74,556.06)	(125,000.00)	(50,443.94)	59.64%
Reimb-Needs Assessment/LPA	5605	-	-	(17,610.38)	-	17,610.38	0.00%
Revenue		\$ 57,921.06	\$ 728,627.47	\$ 185,101.00	\$ 7,527,340.00	\$ 7,342,239.00	2.46%
YTD Comparison				\$ (543,526.47)			
Expense							
Full Time Salaries	6100	\$ 171,671.81	\$ 297,816.25	\$ 279,730.43	\$ 2,358,728.00	\$ 2,078,997.57	11.86%
Overtime Salaries	6101	972.53	4,696.78	1,510.94	32,490.00	30,979.06	4.65%
Car Allowance	6105	843.64	1,661.48	1,680.83	10,800.00	9,119.17	15.56%
Cell Phone Allowance	6108	1,053.80	2,195.00	2,136.77	14,610.00	12,473.23	14.63%
Part-Time Salaries	6110	14,790.04	150,750.17	30,797.13	434,696.00	403,898.87	7.08%
Retirement	6120	29,037.03	53,589.96	47,985.97	417,223.00	369,237.03	11.50%
457 Pension	6121	5,911.81	87.17	5,998.98	7,445.00	1,446.02	80.58%
Employee Insurance	6130	19,117.48	(2,422.34)	31,293.96	293,733.00	262,439.04	10.65%
Workers Compensation	6140	9,763.60	27,666.77	16,181.58	146,655.00	130,473.42	11.03%
Unemployment Insurance	6150	-	-	-	3,400.00	-	0.00%
Loan - Pension Obligation	6160	13,768.30	18,627.70	13,768.30	256,742.00	242,973.70	5.36%
PERS Unfunded Liability	6170	-	349,318.00	434,065.00	434,065.00	-	100.00%
Personnel		\$ 266,930.04	\$ 903,986.94	\$ 865,149.89	\$ 4,410,587.00	\$ 3,545,437.11	19.62%
YTD Comparison				\$ (38,837.05)			
Services and Supplies							
Telephone/Internet	6210	\$ 1,618.92	\$ 2,687.00	\$ 3,189.04	\$ 16,596.00	\$ 13,406.96	19.22%
Internet Services	6220	1,474.00	5,466.40	2,978.00	27,135.00	24,157.00	10.97%
IT Infrastructure	6230	-	-	39.80	2,000.00	1,960.20	1.99%
Computer Hardware/Software	6240	-	1,367.64	3,204.34	10,040.00	6,835.66	31.92%
Pool Chemicals	6310	-	767.71	741.00	8,250.00	7,509.00	8.98%
Janitorial Supplies	6320	-	6,997.28	-	53,400.00	53,400.00	0.00%
COVID - Supplies	6321	-	-	398.17	-	(398.17)	0.00%
Kitchen Supplies	6330	-	-	-	900.00	900.00	0.00%
Food Supplies	6340	-	-	-	6,320.00	6,320.00	0.00%
Water Maint & Service	6350	78.50	117.46	113.50	1,239.00	1,125.50	9.16%
Laundry/Wash Service	6360	-	-	-	880.00	880.00	0.00%
Insurance Liability	6410	-	71,100.50	104,042.00	149,311.00	45,269.00	69.68%
Equipment Maintenance	6500	-	-	-	400.00	400.00	0.00%
Fuel	6510	3,716.22	5,124.59	7,156.34	50,400.00	43,243.66	14.20%
Vehicle Maintenance	6520	1,946.08	1,046.99	2,106.09	35,400.00	33,293.91	5.95%
Office Equipment Maintenance	6530	116.89	-	116.89	-	(116.89)	0.00%
Building Repair	6610	2,002.80	2,322.85	2,399.34	88,000.00	85,600.66	2.73%
HVAC	6620	172.50	277.50	2,382.14	8,820.00	6,437.86	27.01%
Playground Maintenance	6630	-	6,835.96	-	40,000.00	40,000.00	0.00%
Hill Fire 2018	6640	-	35,316.58	-	-	-	0.00%
Grounds Maintenance	6710	7,923.34	9,742.39	10,958.23	86,220.00	75,261.77	12.71%
Tree Care	6719	-	-	-	30,000.00	30,000.00	0.00%
Contracted Pest Control	6730	210.00	660.00	210.00	3,000.00	2,790.00	7.00%
Rubbish & Refuse	6740	8,736.74	11,856.52	14,020.87	77,006.00	62,985.13	18.21%
Vandalism/Theft	6750	-	-	-	1,000.00	1,000.00	0.00%
Memberships	6810	-	4,080.00	4,080.00	13,696.00	9,616.00	29.79%

General Ledger
Fund 10 General Ledger
August 2020 17 %

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Office Supplies	6910	\$ 111.99	\$ 2,699.20	\$ 414.94	\$ 17,585.00	\$ 17,170.06	2.36%
Postage Expense	6920	\$ 3.85	\$ 5,860.39	\$ 3.85	\$ 19,000.00	\$ 18,996.15	0.02%
Advertising Expense	6930	\$ -	\$ 105.00	\$ -	\$ 6,240.00	\$ 6,240.00	0.00%
Printing Charges	6940	\$ -	\$ 1,403.68	\$ 543.76	\$ 13,338.00	\$ 12,794.24	4.08%
ActiveNet Charges	6950	\$ 131.58	\$ 12,731.27	\$ 1,449.10	\$ 52,542.00	\$ 51,092.90	2.76%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 481,576.00	\$ 481,576.00	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 258.44	\$ 258.44	\$ 1,134.00	\$ 875.56	22.79%
Comp Hardware/Software Exp	6990	\$ -	\$ 14.99	\$ -	\$ -	\$ -	0.00%
Fingerprint Fees (HR)	7010	\$ -	\$ 192.00	\$ -	\$ 2,560.00	\$ 2,560.00	0.00%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 2,975.00	\$ 2,975.00	0.00%
Permit & Licensing Fees	7030	\$ -	\$ 250.00	\$ -	\$ 6,350.00	\$ 6,350.00	0.00%
State License Fee	7040	\$ -	\$ 852.50	\$ 657.50	\$ 800.00	\$ 142.50	82.19%
Legal Services	7110	\$ -	\$ 7,784.90	\$ 1,272.50	\$ 90,000.00	\$ 88,727.50	1.41%
Typeset and Print Services	7115	\$ -	\$ -	\$ -	\$ 36,300.00	\$ 36,300.00	0.00%
Instructor Services	7120	\$ 2,365.10	\$ 17,600.53	\$ 4,117.60	\$ 97,138.00	\$ 93,020.40	4.24%
PERS Admin Fees	7125	\$ 88.21	\$ 72.18	\$ 187.11	\$ 2,110.00	\$ 1,922.89	8.87%
Audit Services	7130	\$ -	\$ -	\$ -	\$ 20,175.00	\$ 20,175.00	0.00%
Medical & Health Svcs (HR)	7140	\$ 400.00	\$ 437.50	\$ 400.00	\$ 5,500.00	\$ 5,100.00	7.27%
Security Services	7150	\$ 345.00	\$ 125.00	\$ 907.50	\$ 3,700.00	\$ 2,792.50	24.53%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Business Services	7180	\$ 1,066.99	\$ 23,813.06	\$ 22,927.61	\$ 70,114.00	\$ 47,186.39	32.70%
Umpire/Referee Services	7190	\$ -	\$ 100.00	\$ -	\$ -	\$ -	0.00%
Subscriptions	7210	\$ -	\$ 176.96	\$ 167.52	\$ 4,299.00	\$ 4,131.48	3.90%
Rents & Leases - Equip	7310	\$ 199.57	\$ 6,629.54	\$ 199.57	\$ 23,500.00	\$ 23,300.43	0.85%
Event Supplies	7410	\$ -	\$ (20.00)	\$ -	\$ 2,280.00	\$ 2,280.00	0.00%
Supplies	7420	\$ -	\$ 202.53	\$ -	\$ 3,200.00	\$ 3,200.00	0.00%
Bingo Supplies	7430	\$ -	\$ 823.14	\$ -	\$ 3,600.00	\$ 3,600.00	0.00%
Sporting Goods	7440	\$ -	\$ 59.58	\$ -	\$ 5,300.00	\$ 5,300.00	0.00%
Arts and Craft Supplies	7450	\$ -	\$ 18.85	\$ -	\$ 5,575.00	\$ 5,575.00	0.00%
Training Supplies	7460	\$ -	\$ 210.00	\$ -	\$ 1,600.00	\$ 1,600.00	0.00%
Small Tools	7500	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00	0.00%
Safety Supplies	7510	\$ -	\$ 260.00	\$ -	\$ 3,310.00	\$ 3,310.00	0.00%
Uniform Allowance	7610	\$ -	\$ 349.97	\$ 294.72	\$ 10,240.00	\$ 9,945.28	2.88%
Safety Clothing	7620	\$ 150.00	\$ 396.84	\$ 500.18	\$ 4,854.00	\$ 4,353.82	10.30%
Conference&Seminar Staff	7710	\$ -	\$ 5,092.00	\$ -	\$ 11,564.00	\$ 11,564.00	0.00%
Conference&Seminar Board	7715	\$ -	\$ 60.00	\$ -	\$ 2,575.00	\$ 2,575.00	0.00%
Conference&Seminar Travel Exp	7720	\$ -	\$ -	\$ -	\$ 4,345.00	\$ 4,345.00	0.00%
Out of Town Travel Board	7725	\$ -	\$ -	\$ -	\$ 3,231.00	\$ 3,231.00	0.00%
Private Vehicle Mileage	7730	\$ 34.22	\$ 64.15	\$ 34.22	\$ 1,684.00	\$ 1,649.78	2.03%
Buses/Excursions	7750	\$ -	\$ 3,418.52	\$ -	\$ 2,950.00	\$ 2,950.00	0.00%
Tuition/Book Reimbursement	7760	\$ -	\$ 543.75	\$ -	\$ -	\$ -	0.00%
Utilities - Gas	7810	\$ 716.61	\$ 1,461.08	\$ 1,970.71	\$ 29,715.00	\$ 27,744.29	6.63%
Utilities - Water	7820	\$ 42,600.83	\$ 59,162.46	\$ 155,337.10	\$ 865,373.00	\$ 710,035.90	17.95%
Utilities - Electric	7830	\$ 1,172.03	\$ 21,900.75	\$ 12,163.48	\$ 220,000.00	\$ 207,836.52	5.53%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 1,281.33	\$ -	\$ 11,670.00	\$ 11,670.00	0.00%
Meals for Staff Training	7920	\$ -	\$ 73.85	\$ 45.71	\$ 3,560.00	\$ 3,514.29	1.28%
Employee Morale	7930	\$ -	\$ 25.00	\$ -	\$ -	\$ -	0.00%
COP Debt - PV Fields	7950	\$ 19,146.67	\$ 39,260.00	\$ 38,293.33	\$ 229,760.00	\$ 191,466.67	16.67%
Admin Fee/CC Refund 2020	8112	\$ 9,716.84	\$ -	\$ 11,576.84	\$ -	\$ (11,576.84)	0.00%
Services and Supplies		\$ 106,245.48	\$ 381,518.31	\$ 411,859.04	\$ 3,114,335.00	\$ 2,702,475.96	13.22%
YTD Comparison				\$ 30,340.73			
Capital							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Mtr Enclosur-Encnt,Fhill,Adolf	8456	\$ -	\$ 7,843.00	\$ -	\$ -	\$ -	0.00%
LPA Architects-CC/Gym/Sr Ctr	8463	\$ -	\$ 15,173.99	\$ -	\$ -	\$ -	0.00%
Arneill Ranch Park Renovation	8464	\$ -	\$ 27,332.00	\$ -	\$ -	\$ -	0.00%
P.V. Fields Painting II	8473	\$ -	\$ 13,690.00	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ -	\$ 23,997.20	\$ 30,772.00	\$ 6,774.80	77.98%
Turf Grinder	8475	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ 3,975.00	\$ -	\$ 3,975.00	\$ 8,000.00	\$ 4,025.00	49.69%
PV Fields Painting West End	8477	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ -	\$ -	\$ 14,520.00	\$ 14,520.00	0.00%
Capital		\$ 3,975.00	\$ 64,038.99	\$ 27,972.20	\$ 118,792.00	\$ 90,819.80	23.55%

Total Expenses	\$ 373,175.52	\$ 1,285,505.25	\$ 1,277,008.93	\$ 7,524,922.00	\$ 6,247,913.07	16.97%
YTD Comparison			\$ (8,496.32)			

General Ledger
Fund 20 Assessment District Fund
August 2020 17%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (332.29)	\$ (31.29)	\$ (500.00)	\$ (468.71)	6.26%
Assessment Revenue	5500	\$ -	\$ (19,075.23)	\$ -	\$ (1,184,957.00)	\$ (1,184,957.00)	0.00%
Revenue		\$ -	\$ (19,407.52)	\$ (31.29)	\$ (1,185,457.00)	\$ (1,185,425.71)	0.00%
YTD Comparison				\$ 19,376.23			
Expense							
Full Time Salaries	6100	\$ 1,430.56	\$ 1,643.60	\$ 2,260.96	\$ 18,262.00	\$ 16,001.04	12.38%
Retirement	6120	\$ 233.35	\$ 251.51	\$ 369.32	\$ 3,130.00	\$ 2,760.68	11.80%
Employee Insurance	6130	\$ 231.02	\$ 376.58	\$ 351.26	\$ 3,606.00	\$ 3,254.74	9.74%
Workers Compensation	6140	\$ 139.29	\$ 184.56	\$ 220.72	\$ 1,753.00	\$ 1,532.28	12.59%
Personnel		\$ 2,034.22	\$ 2,456.25	\$ 3,202.26	\$ 26,751.00	\$ 23,548.74	11.97%
YTD Comparison				\$ 746.01			
Services and Supplies							
Incidental Costs - Assess	6709	\$ 10,676.01	\$ 10,449.72	\$ 10,676.01	\$ 34,256.00	\$ 23,579.99	31.17%
Tree Care	6719	\$ -	\$ -	\$ -	\$ 67,500.00	\$ 67,500.00	0.00%
Contracted LS Services	6720	\$ 42,082.28	\$ 65,870.08	\$ 84,164.56	\$ 503,784.00	\$ 419,619.44	16.71%
Park Amenities - Assess	6722	\$ -	\$ -	\$ 929.12	\$ 17,500.00	\$ 16,570.88	5.31%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ 43,796.67	\$ 86,239.00	\$ 87,593.33	\$ 525,560.00	\$ 437,966.67	16.67%
Expense		\$ 96,554.96	\$ 162,558.80	\$ 183,363.02	\$ 1,151,660.00	\$ 968,296.98	15.92%
YTD Comparison				\$ 20,804.22			
Total Expenses		\$ 98,589.18	\$ 165,015.05	\$ 186,565.28	\$ 1,178,411.00	\$ 991,845.72	15.83%
YTD Comparison				\$ 21,550.23			

**General Ledger
Fund 30 Quimby Fee Fund
August 2020 17%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (100.50)	\$ (7.10)	\$ (38,800.00)	\$ (38,792.90)	0.02%
MBS Interest Earnings	5320	\$ -	\$ (4,295.60)	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ -	\$ (4,396.10)	\$ (7.10)	\$ (38,800.00)	\$ (38,792.90)	0.02%
YTD Comparison				\$ 4,389.00			
Expense							
ActiveNet Charges	6950	\$ -	\$ 48.00	\$ -	\$ -	\$ -	0.00%
Services and Supplies		\$ -	\$ 48.00	\$ -	\$ -	\$ -	0.00%
YTD Comparison				\$ (48.00)			
Capital							
Nancy Bush Slab I	8461	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Arnell Ranch Park Renovation	8464	\$ -	\$ -	\$ -	\$ 750,000.00	\$ 750,000.00	0.00%
PVAC Restroom & Shower	8469	\$ -	\$ -	\$ 141.44	\$ -	\$ (141.44)	0.00%
Turf Grinder	8475	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Community Center Kitchen	8480	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	0.00%
Capital		\$ -	\$ -	\$ 141.44	\$ 1,000,000.00	\$ 999,858.56	0.01%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-1	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,527,757.71	\$ 722,731.99	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ -	Comstock/Elacora Mission Oaks		\$ 189,887.74	\$ 2,459,321.26	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 3,600,589.70			\$ 2,802,397.28	\$ 4,747,600.68	

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor

DATE: October 7, 2020

**SUBJECT: COMMUNITY SERVICE ORGANIZATION REPORT
AND ANNUAL APPROVAL**

SUMMARY

In December 2019 the Board of Directors approved the General Use Policy stating “Community Service Organizations are groups whose memberships are open to the public, whose primary purpose is to serve the needs of the Pleasant Valley Recreation & Park District community as designated by the District Board. Community Service Organizations must be based within the Pleasant Valley Recreation & Park District boundaries. Approved Community Service Organizations shall enter into a Memorandum of Understanding with the District which shall govern the Organization’s relationship with the District. To receive the benefits afforded by this classification, Community Service Organizations shall submit on an annual basis an organizational file to be approved by the District Board of Directors which shall include a report on Organization business and financial condition.”

BACKGROUND

Prior to 2004, the Community Service Organizations would provide the District with an Annual Update form, financial statement, certificates of insurance and bylaws and provide a presentation of their year as part of the request to be renewed as a Community Service Organization each year. Since that time, each Organization has provided the District with an Annual Update and completed a presentation as a Community Service Organization without having to be approved by the Board of Directors.

Since 2008, the District has expanded sports facilities to include Pleasant Valley Fields (2010) and renovations at Freedom Park (2013). During this time, each Community Service Organization would sign a community service organization agreement. Over the past four years, additional standards/rules have been developed and discussed with each group but had not been included in the annual Community Service Organization agreement. Due to the changes in Ordinance 8, the General Use Policy as well as updated State of California laws, in 2019 the District had the Community Service Organizations sign a written agreement and provide supporting documents in accordance to District policies and State of California laws.

ANALYSIS

The Community Service Organizations provide a service for the community that would otherwise be offered by the District. To be a recognized Community Service Organization, a group must: be a non-profit 501(c)3 or 501(c)4 IRS status, have membership open to the public and whose primary purpose is to serve the Pleasant Valley Recreation & Park District community, and be based within the Pleasant Valley Recreation and Park District boundaries. An organizational file must be completed and approved on an annual basis by the District’s Board of Directors to receive the

priority and fees of this classification. The Community Service Organizations provide the District with a signed agreement, certificate of insurance, field and facility use, concussion and other head injury compliance, background screening, and other supporting documents to complete the Community Service Organization packet.

The current organizations provide a variety of youth sports for the community with District support by providing fields and facilities owned by the District and the use of the Pleasant Valley School District by way of a Joint Use Agreement.

The Community Service Organization that is being approved at this meeting is the Camarillo Cosmos Track Club. Included in the packet are the Annual Update document, IRS Form 990, and the organization's bylaws.

FISCAL IMPACT

There is no Fiscal Impact at this time.

RECOMMENDATION

It is recommended that the Board of Directors approve the Camarillo Cosmos Track Club as a Community Service Organization with the Pleasant Valley Recreation and Park District.

ATTACHMENTS

- 1) Camarillo Cosmos Track Club Annual Update (1 page)
- 2) Camarillo Cosmos Track Club By-Laws (9 pages)
- 3) Camarillo Cosmos 2017 Form 990 (46 pages)

PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY SERVICE ORGANIZATION ANNUAL UPDATE FORM

NAME OF ORGANIZATION: Camarillo Cosmos (VCYTC)

A representative from your Organization must attend the following PVRPD Board Meeting on:
Wednesday, June 3, 2020 at 6:00pm at the City of Camarillo Council Chambers (601 Carmen Dr.)

OFFICERS	NAME	ADDRESS	PHONE
President	Cliff Salonga	Camarillo	425-408-2903
Vice President	Jay Stimpson	Camarillo	
Treasurer	Connie Sloan	Camarillo	
Secretary	Maura Dahlquist	Camarillo	

Number of participants last year: Primary Season: 300 Secondary Season: _____
Projected number of participants in upcoming year: Primary Season: 300 Secondary Season: _____

What day and time are Board Meetings held? Day: Tuesday Monthly Time: 7pm
Address where Board Meetings are held? Zoom - online
Are Board Members elected or appointed? Elected: _____ Appointed: YES
When are new Board Members elected? Month: N/A
When are new Board Members installed? Month: August

Organization must attach a signed copy of Form 990 (Return of Organization Exempt From Income Tax) and Organization's current Bylaws when submitting this form

Changes Organization has made from previous year:
N/A

Please provide any comments for the PVRPD Board of Directors:
Tax exempt through conference (VCYTC) # 77-0273966

Please complete and return the Annual Update Form by May 15, 2020 to:

Pleasant Valley Recreation & Park District
Recreation Supervisor
1605 E. Burnley Street
Camarillo, CA 93010
ldbinney@pvrpd.org
Phone: (805) 482-1996

Submitted By: President Cliff Salonga

Signature: Cliff Salonga

By Laws

VENTURA COUNTY YOUTH TRACK CONFERENCE

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ARTICLE 1. NAME

The name of this organization shall be The Ventura County Youth Track Conference, Inc.

ARTICLE 2. DEFINITIONS

The following definitions are used in these By-laws:

- (A) VCYTC refers to the Ventura County Youth Track Conference, Inc.
- (B) USA T&F refers to the USA Track and Field organization, which is the national governing body for Track and Field and cross country athletics competition in the United States.
- (C) Youth or Youths refers to boys, girls, young men, or young women under the age of eighteen (at the beginning of the competition year) which comprise the age groups served by this organization.
- (D) Competition year refers to the calendar year. The Competition year begins 1 January and ends 31 December of each year.
- (E) Meeting refers to any gathering of VCYTC board members for the purpose of conducting business where a quorum (50% of membership plus one) is present, and all members have been notified of the date, time, and location of the gathering.

ARTICLE 3. PURPOSE

The purpose of the VCYTC is to act as the governing body for track and field and cross country competition among it's athletes as they are organized into member clubs. To promote this purpose, the VCYTC shall:

- (A) Develop interest and participation by youths in the sport of Track and Field and cross country through out the Ventura county area.
- (B) Foster local, state, national, and international Amateur sports competition for our athletes. Competition beyond local league competition shall be offered and accomplished through a combined conference team called the Ventura County Condors (USA T&F Club #056).
- (C) Provide and coordinate technical information on physical training, coaching, competition, and performance enhancement among the member clubs, athletes, and parents.

ARTICLE 4. MEMBERSHIP

VCYTC is a non profit organization composed of athletes who are grouped into community clubs located in the Ventura county area. Each of the community clubs designate one person to serve on the VCYTC board. New clubs are admitted to full membership in VCYTC by a majority vote of the existing members. Clubs may also exist in a provisional non-voting status while demonstrating the ability to meet VCYTC club membership requirements. These requirements are:

- (A) Draw members only from the community or area it represents within the county. Clubs shall not recruit in an area represented by another club. Athletes may compete for clubs outside of the area of their residency if it is mutually agreeable to all affected clubs.
- (B) Club membership shall be open to all Youths capable or participating in Track and Field and having the permission of their parent(s)/guardian(s).
- (C) Provide one delegate to serve on the conference board, attend VCYTC meetings, and cast that clubs vote.
- (D) Agree to abide by the by-laws and the conference rule book.
- (E) Obtain an appropriate track and field facility to conduct home meets.
- (F) Demonstrate the ability to adequately staff the positions necessary to conduct a track and field meet in accordance with the conference rule book.
- (G) Pay conference dues and special fees as they are set and required by the conference board.
- (H) Provide financial information to the conference for tax filings.
- (I) Fund-raising shall be conducted within each clubs municipal area only, and shall not infringe on other clubs ability to solicit contributions.

ARTICLE 5. CONFERENCE BOARD

The VCYTC conference board shall be made up of one voting member from each of the 8 member clubs. The current member clubs are: 1-The Camarillo Cosmos; 2-The Moorpark Striders; 3-The Newbury Park Panthers; 4-The Ojai Roadrunners; 5-The Oxnard Stars; 6-The Heritage Valley Blazers; 7-The Thousand Oaks Flyers; and 8-The Ventura Tigres.

Section 5.01 * Chairman

The chairman is responsible for planning and running the board meetings and overseeing the duties of the other board members. Additionally the chairman shall have the option of sitting in on all committees and project teams. The Chairmanship of the board shall rotate among the member clubs in accordance with the following :

2013-Ojal
2014-HV
2015-Cam
2016-Oxnard
2017-Mrpk
2018- TO
2019-NP
2020-Ven

- (1) The table then repeats according to the order above. The chairmanship shall rotate to the next member club at the first VCYTC meeting in September of each year. New member clubs shall be inserted into the rotation at the bottom of the list.

Section 5.02 * Chairman Elect

This officer will assist the president as parliamentarian at the meetings, and will assume the chairmanship at the end of the chairman's term. The chairman elect will come from the club designated succeed to the chairmanship the following year according to the above table.

Section 5.03 * Secretary. Appointed by VCYTC board members.

This officer will record the minutes of the league meetings, and will perform correspondence duties for the conference. Review candidate and position on an annual basis.

Section 5.04 * Treasurer. Appointed by VCYTC board members.

The Treasurer shall have custody of all funds, securities, evidence of indebtedness and other valuable documents, and shall deposit funds and securities in the name and to the credit of the Conference in a bank or depository. The Treasurer shall keep in appropriate books an accurate account of all money received and paid out. The Treasurer shall give a written report of the funds, receipts and disbursements of the Conference monthly or at such other times as requested by the Conference Board and shall be responsible for timely filing with the Conference Board, the annual budget, and such other information as may be required or requested from time to time by the Board and/or any Local, State, or Federal regulatory agency. The Treasurer shall promptly, upon receipt, pay all Board approved liabilities; however, at no time shall the treasurer pay any expense or liability not previously approved by Board Action. Review candidate and position on annual basis.

Section 5.05 Training/Rules/Safety

This officer is responsible for collecting and disseminating information on subjects relative to the conference goals. This officer identifies, secures and organizes requested training, maintains the conference rule book, conference records, and safety records.

Section 5.06 USA T&F / AAU / NFHS – Standards Representative

VCYTC board appointed member to oversee USA T&F, AAU and or NFHS rules which would have an impact on matters, activities and responsibilities of the conference.

Section 5.07 Awards – Appointed by VCYTC board to club or individual.

This officer will order and maintain an adequate inventory of awards for all club competitions as well as the necessary forms required to record performances and meet results. Position reviewed annually

Section 5.08 Uniforms – Each VYTC club responsible.

Each club will be responsible for ordering and maintaining uniforms. Changes in club uniforms (and or color schemes) to be presented to VCYTC board for approval to avoid conflict with other VCYTC club logos.

Section 5.09 Special Projects – VCYTC Chair

This officer will chair special projects which the board of directors deem necessary.

Section 5.10 Board Meetings:

Regular meetings of the conference board shall be held once a month with the exception of July and August. The date, time and place of each meeting shall be determined at each preceding meeting, but in general, they shall be held on the first Tuesday of each month at 7:30 PM.

All meetings of the board are open to the public unless pre-announced as a closed session. Closed meetings may only be held when the subject matter is of a sensitive or personal nature.

Special meetings may be called by the chairman or by any other board member with the chairman's permission for specific or emergency reasons. All applicable rules regarding voting and approvals shall apply to special or emergency meetings, and all member clubs shall be notified in advance of the meeting.

Section 5.11 Board Responsibilities:

- (A) Oversee the achievement of the purposes stated in Article 3.
- (B) Maintain and update the rules and by-laws for the conference.
- (C) Obtain the necessary insurance, certifications, and legal documents necessary for each club to cover its officers, coaches, athletes, and to meet the requirements of the municipality in which it operates.
- (D) Create a schedule of track meets among the club members for league competition.
- (E) Levy and collect dues and special assessments from member clubs to support the activities of the conference.
- (F) Provide awards for the athletes for the track meets conducted by the conference.
- (G) **Maintain membership and good standing in USA T&F to provide State, National, and International competition for our club member athletes.**
- (H) Provide administrative support and coaching for athletes wishing to compete in USA T&F sanctioned meets. When conference funding is sufficient, financial support in the form of entry fees is also available to participating athletes for USA T&F or other post season sanctioned meets.
- (I) **Financial, Banking and Related Matters. Reviewed by the conference board, it is the primary responsibility of the treasurer and chairman to maintain.**
 - (2) **Budget; Financial Statement - The Conference Board shall adopt a budget which provides the basis for setting Conference registration fees. At the end of each season the Treasurer shall cause to be prepared a statement of income received and amounts expended in connection with the program. Such statement shall be made immediately available to all Conference Board Members. This season's budget shall be presented in draft form at the September Board Meeting and passed by a 2/3 majority vote at the October meeting of the Board. Under no circumstances shall any liabilities be incurred nor paid until a budget has been passed and adopted by the current acting board.**
 - (3) **Account Signatories - All checks drawn on the Conference's bank account shall bear two signatures, one of which must either be the treasurer's or the acting Board Chairman. Additional signatories must be authorized by Conference Board action. Two signatories from the same household shall not be allowed.**

(4) Transfer of Funds - All funds received by the Conference, whether from fees, gifts or otherwise, must be deposited into the Conference's checking account, from which all expenses and disbursements must be paid. All funds transferred in or out of the Conference's savings account must be transferred from or to the Conference's checking account.

(J) Solicit grants and contributions for the benefit of the athletes in VCYTC.

Section 5.12 Board Limitations:

- (A) Recognition of the independent nature and individuality of the member clubs, the authority of the conference and its board of directors shall be limited to matters regarding the organization of the member clubs for competition and those minimal rules and policies which are necessary for the conference existence and legal conduct.
- (B) **The conference or its board of directors shall not make rules or policies which affect a member club's financial matters. VCYTC shall have the right to audit a member club's financial books only when such an audit is imposed on the conference by the IRS.**
- (C) The conference is specifically prohibited from dictating or controlling in any matter the fees charged by member clubs to their members.
- (D) The conference position is **not** to assess member clubs financial penalties for punitive reasons. If there is reason or cause for imposing financial penalties to a conference club, the cause must be validated and presented to the board before sanction or penalty is imposed.
- (E) The conference shall not become involved in internal club matters, and shall not provide a court of appeal for internal club matters.

ARTICLE 6. SALARY AND REIMBURSEMENT

No conference board member including the chairman shall be paid for services performed. Reimbursement for expenses incurred on behalf of the conference may be paid from the treasury upon approval by the board.

ARTICLE 7. PARLIAMENTARY AUTHORITY

Meetings shall be conducted in accordance with Demeter's Manual of Parliamentary Law and Procedure (Current Edition).

ARTICLE 8. MEMBER REMOVAL PROCEDURE

Board members may be removed with or without cause by a 2/3 vote of the members present at any regular or special meeting.

ARTICLE 9. AGE GROUP DESIGNATIONS

The age group in which each an athlete competes (Historically) is based on the athlete's age as of January 1st of the competitive / calendar year. The age group divisions and their respective (Traditional) ages are shown below:

Gremlin.....	Age 7 and under
Bantam	Ages 8 and 9
Midget.....	Ages 10 and 11
Youth.....	Ages 12 and 13
Intermediate.....	Ages 14 and 15

Note: Although not endorsed by VCYTC board as a traditional practice, there are circumstances where a youth athlete may choose, based on ability or other physical parameters, to compete in the next (older) age group division.
Athlete participation in other than the traditional designated age group requires approval by the athlete parent and VCYTC club coaching staff.

ARTICLE 10. ATHLETES COMPETING OUTSIDE VCYTC

Competition by athletes in VCYTC conference track meets and for the VCYTC Condors or independently in USA T&F or AAU meets is purely optional, and participation outside of VCYTC shall not be restricted with the following exception: Athletes may not compete for the VCYTC Condors in meets held on days conflicting with VCYTC meets without the approval of the board.

ARTICLE 11. AMENDMENT PROCEDURE

Amendments to these by-laws may be made at any regular or special meeting by a 2/3 vote of the members present at any regular, special, or emergency meeting.

ARTICLE 12. DISSOLUTION

Upon the dissolution of VCYTC, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the organization, dispose of all the assets of the organization exclusively for the purpose of the organization in such a manner, or to such organization or organizations, organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue law), as the board of directors shall determine.

**Federal
Tax Return**

Ventura County Youth Track Conferences

2017

**White Tax Services, LLC
PO Box 5202
Oxnard, CA 93036
Phone: (805) 983-1151
Fax: (805) 512-8109
cozette@whitetaxservices.com**

Short Form Return of Organization Exempt From Income Tax

OMB No. 1545-1150

2017

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to www.irs.gov/Form990EZ for instructions and the latest information.**

Department of the Treasury
Internal Revenue Service

A For the 2017 calendar year, or tax year beginning _____, and ending _____	
B Check if applicable:	C Name of organization
<input type="checkbox"/> Address change	Ventura County Youth Track Conferences
<input type="checkbox"/> Name change	Number and street (or P.O. box, if mail is not delivered to street address) Room/suite
<input type="checkbox"/> Initial return	1000 Town Center Drive 100
<input type="checkbox"/> Final return/terminated	City or town State ZIP code
<input type="checkbox"/> Amended return	Oxnard CA 93036
<input type="checkbox"/> Application pending	Foreign country name Foreign province/state/county Foreign postal code
	D Employer identification number
	77-0273966
	E Telephone number
G Accounting Method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual Other (specify) _____	F Group Exemption Number ▶
I Website: ▶ www.vctyc.org	H Check <input type="checkbox"/> if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).
J Tax-exempt status (check only one) — <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other _____	

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 34,527

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I

	Description	Code	Amount
Revenue	1 Contributions, gifts, grants, and similar amounts received	1	
	2 Program service revenue including government fees and contracts	2	
	3 Membership dues and assessments	3	34,527
	4 Investment income	4	
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	0
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	0	
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0	
8 Other revenue (describe in Schedule O)	8		
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	34,527	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	
	13 Professional fees and other payments to independent contractors	13	
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe in Schedule O)	16	46,405
	17 Total expenses. Add lines 10 through 16	17	46,405
Net Assets	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	-11,878
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	50,751
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	38,873

For Paperwork Reduction Act Notice, see the separate instructions.

Part II Balance Sheets. (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year		(B) End of year
22 Cash, savings, and investments	50,751	22	38,873
23 Land and buildings		23	
24 Other assets (describe in Schedule O)		24	
25 Total assets	50,751	25	38,873
26 Total liabilities (describe in Schedule O)		26	
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	50,751	27	38,873

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III.

What is the organization's primary exempt purpose? Promote Youth Track & Field
 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
 (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 It allows the youth track clubs to use the high school facilities in Ventura county scor youth ages 5-14 years of age.			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>		28a	
29			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>		29a	
30			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>		30a	
31 Other program services (describe in Schedule O)			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>		31a	
32 Total program service expenses. (add lines 28a through 31a)		32	0

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (If not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Joe Wilcox President	Hr/WK			
Camisca Fontes Treasurer	Hr/WK			
Matt Hammel Secretary	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V.

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O.		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions).		X
35 a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		X
35 c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III.		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N.		X
37 a	Enter amount of political expenditures, direct or indirect, as described in the instructions. <input type="text" value="37a"/>		
b	Did the organization file Form 1120-POL for this year?		X
38 a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
b	If "Yes," complete Schedule L, Part II and enter the total amount involved. <input type="text" value="38b"/>		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9. <input type="text" value="39a"/>		
b	Gross receipts, included on line 9, for public use of club facilities. <input type="text" value="39b"/>		
40 a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 <input type="text"/> ; section 4912 <input type="text"/> ; section 4955 <input type="text"/>		
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.		X
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. <input type="text"/>		
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization. <input type="text"/>		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.		X
41	List the states with which a copy of this return is filed. <input type="text"/>		
42 a	The organization's books are in care of <input type="text" value="Camisa Fontes"/> Telephone no. <input type="text" value="(805) 415-1702"/> Located at <input type="text" value="620 Oxford Drive"/> City <input type="text" value="Oxnard"/> ST <input type="text" value="CA"/> ZIP + 4 <input type="text" value="93030"/>		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: <input type="text"/> See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	Yes	No
42b			X
c	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: <input type="text"/>		X
42c			X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year. <input type="text" value="43"/>		
44 a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.		X
44a			X
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.		X
44b			X
c	Did the organization receive any payments for indoor tanning services during the year?		X
44c			X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.		X
44d			X
45 a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
45a			X
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions).		X
45b			X

		Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I.	46		X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

		Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II.	47		X
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E.	48		X
49 a Did the organization make any transfers to an exempt non-charitable related organization?	49a		
b If "Yes," was the related organization a section 527 organization?	49b		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Name None				
Title	Hr/WK	.00		
Name	Hr/WK	.00		
Title	Hr/WK	.00		
Name	Hr/WK	.00		
Title	Hr/WK	.00		
Name	Hr/WK	.00		
Title	Hr/WK	.00		

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
Name None		
City	Str	ST ZIP
Name	Str	ST ZIP
City	Str	ST ZIP
Name	Str	ST ZIP
City	Str	ST ZIP
Name	Str	ST ZIP
City	Str	ST ZIP

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A. Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date
	Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Dr. Cozette M White	Dr. Cozette M White	5/8/2019		P01281059
	Firm's name <input type="checkbox"/> White Tax Services, LLC	Firm's EIN <input type="checkbox"/> 90-0526450			
	Firm's address <input type="checkbox"/> PO Box 5202, Oxnard, CA 93036	Phone no. (805) 983-1151			

May the IRS discuss this return with the preparer shown above? See instructions Yes No

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2017

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Ventura County Youth Track Conferences

Employer identification number

77-0273966

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations 0
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total					0	0

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2017

HTA

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	36,660	36,660	36,660			109,980
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	36,660	36,660	36,660	0	0	109,980
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						109,980

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4	36,660	36,660	36,660	0	0	109,980
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						0
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
11 Total support. Add lines 7 through 10						109,980
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f))	14	100.00%
15 Public support percentage from 2016 Schedule A, Part II, line 14	15	100.00%
16a 33 1/3% support test—2017. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b 33 1/3% support test—2016. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.)						0

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	0	0
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	0.00%
16 Public support percentage from 2016 Schedule A, Part III, line 15	16	0.00%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f))	17	0.00%
18 Investment income percentage from 2016 Schedule A, Part III, line 17	18	0.00%

- 19a 33 1/3% support tests—2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.
- b 33 1/3% support tests—2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b	A family member of a person described in (a) above?		
c	A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2	Activities Test. Answer (a) and (b) below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3	Parent of Supported Organizations. Answer (a) and (b) below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain		
2	Recoveries of prior-year distributions		
3	Other gross income (see instructions)		
4	Add lines 1 through 3.	0	0
5	Depreciation and depletion		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)		
7	Other expenses (see instructions)		
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4).	0	0
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities		
b	Average monthly cash balances		
c	Fair market value of other non-exempt-use assets		
d	Total (add lines 1a, 1b, and 1c)	0	0
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets		
3	Subtract line 2 from line 1d.	0	0
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	0	0
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	0	0
6	Multiply line 5 by .035.	0	0
7	Recoveries of prior-year distributions	0	0
8	Minimum Asset Amount (add line 7 to line 6)	0	0
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)		0
2	Enter 85% of line 1		0
3	Minimum asset amount for prior year (from Section B, line 8, Column A)		0
4	Enter greater of line 2 or line 3.		0
5	Income tax imposed in prior year		0
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).		0
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year	
1	Amounts paid to supported organizations to accomplish exempt purposes		
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
3	Administrative expenses paid to accomplish exempt purposes of supported organizations		
4	Amounts paid to acquire exempt-use assets		
5	Qualified set-aside amounts (prior IRS approval required)		
6	Other distributions (describe in Part VI). See instructions.		
7	Total annual distributions. Add lines 1 through 6.		0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.		
9	Distributable amount for 2017 from Section C, line 6		0
10	Line 8 amount divided by line 9 amount		0.000

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1	Distributable amount for 2017 from Section C, line 6			0
2	Underdistributions, if any, for years prior to 2017 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2017			
a				
b	From 2013	0		
c	From 2014	0		
d	From 2015	0		
e	From 2016	0		
f	Total of lines 3a through e	0		
g	Applied to underdistributions of prior years		0	
h	Applied to 2017 distributable amount			0
i	Carryover from 2012 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.	0		
4	Distributions for 2017 from Section D, line 7: \$ 0			
a	Applied to underdistributions of prior years		0	
b	Applied to 2017 distributable amount			0
c	Remainder. Subtract lines 4a and 4b from 4.	0		
5	Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		0	
6	Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			0
7	Excess distributions carryover to 2018. Add lines 3j and 4c.	0		
8	Breakdown of line 7:			
a	Excess from 2013	0		
b	Excess from 2014	0		
c	Excess from 2015	0		
d	Excess from 2016	0		
e	Excess from 2017	0		

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017

Name of the organization Ventura County Youth Track Conferences	Employer identification number 77-0273966
---	---

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

- 501(c)(3) (enter number) organization
- 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
- 527 political organization

Form 990-PF

- 501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2017)

HTA

Name of organization Ventura County Youth Track Conferences	Employer identification number 77-0273966
---	---

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization Ventura County Youth Track Conferences	Employer identification number 77-0273966
--	--

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----

Name of organization Ventura County Youth Track Conferences	Employer identification number 77-0273966
---	---

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$ _____ 0
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
----- ----- -----		----- ----- -----	
For. Prov. _____ Country _____			
-----	----- ----- -----	----- ----- -----	----- ----- -----
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
----- ----- -----		----- ----- -----	
For. Prov. _____ Country _____			
-----	----- ----- -----	----- ----- -----	----- ----- -----
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
----- ----- -----		----- ----- -----	
For. Prov. _____ Country _____			
-----	----- ----- -----	----- ----- -----	----- ----- -----
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
----- ----- -----		----- ----- -----	
For. Prov. _____ Country _____			

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Name of the organization

Ventura County Youth Track Conferences

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017

Open to Public
Inspection

Employer identification number

77-0273966

Form 990-EZ, Part I, Line 16, Other Expenses: Insurance: 3,856

Form 990-EZ, Part I, Line 16, Other Expenses: Imagestuff Ribbons, Etc: 13,123

Form 990-EZ, Part I, Line 16, Other Expenses: House of Ribbons: 12,914

Form 990-EZ, Part I, Line 16, Other Expenses: Speed Timing: 6,050

Form 990-EZ, Part I, Line 16, Other Expenses: MPH LA 84 Clinic: 8,765

Form 990-EZ, Part I, Line 16, Other Expenses: Professional Services: 695

Form 990-EZ, Part I, Line 16, Other Expenses: Postage: 10

Form 990-EZ, Part I, Line 16, Other Expenses: Gifts: 389

Form 990-EZ, Part I, Line 16, Other Expenses: Fundraiser: 578

Form 990-EZ, Part I, Line 16, Other Expenses: Bank of America: 25

Name of the organization

Employer identification number

Ventura County Youth Track Conferences

77-0273966

Area with horizontal dashed lines for supplemental information.

California Exempt Organization 2017 Annual Information Return

Calendar Year 2017 or fiscal year beginning (mm/dd/yyyy) _____, and ending (mm/dd/yyyy) _____.

Corporation/Organization name VENTURA COUNTY YOUTH TRACK CONFERENCES		California corporation number 1678544
Additional information. See instructions.		FEIN 77-0273966
Street address (suite or room) 1000 TOWN CENTER DRIVE 100		PMB no.
City OXNARD	State CA	Zip code 93036
Foreign country name	Foreign province/state/county	Foreign postal code

<p>A First Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B Amended Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C IRC Section 4947(a)(1) trust <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D Final Information Return? <input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized Enter date: (mm/dd/yyyy) _____</p> <p>E Check accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other</p> <p>F Federal return filed? (1) <input type="checkbox"/> 990T (2) <input type="checkbox"/> 990PF (3) <input type="checkbox"/> Sch H (990) (4) <input checked="" type="checkbox"/> Other 990 series</p> <p>G Is this a group filing? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>H Is this organization in a group exemption <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," what is the parent's name? _____</p> <p>I Did the organization have any changes to its guidelines not reported to the FTB? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>K Is the organization exempt under R&TC Section 23701g? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," enter the gross receipts from nonmember sources \$ _____</p> <p>L If organization is exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required. <input type="checkbox"/></p> <p>M Is the organization a Limited Liability Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>N Did the organization file Form 100 or Form 109 to report taxable income? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>O Is the organization under audit by the IRS or has the IRS audited in a prior year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>P Is federal Form 1023/1024 pending? <input type="checkbox"/> Yes <input type="checkbox"/> No Date filed with IRS _____</p>
---	--

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	0 00
	2 Gross dues and assessments from members and affiliates	2	34,527 00
	3 Gross contributions, gifts, grants, and similar amounts received.	3	0 00
	4 Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	34,527 00
	5 Cost of goods sold	5	0 00
	6 Cost or other basis, and sales expenses of assets sold	6	0 00
	7 Total costs. Add line 5 and line 6	7	0 00
	8 Total gross income. Subtract line 7 from line 4	8	34,527 00
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18	9	46,405 00
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	-11,878 00
Filing Fee	11 Total payments	11	0 00
	12 Use tax. See General Information K	12	0 00
	13 Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13	0 00
	14 Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14	0 00
	15 Filing fee \$10 or \$25. See General Information F	15	10 00
16 Penalties and Interest. See General Information J	16	0 00	
17 Balance due. Add line 12, line 15, and line 16. Then subtract line 11 from the result	17	10 00	

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
	Signature of officer	Title	Date
Paid Preparer's Use Only	Preparer's signature Dr. Cozette M White	Date 05/08/2019	Check if self-employed <input checked="" type="checkbox"/>
	Firm's name (or yours, if self-employed) and address WHITE TAX SERVICES, LLC PO BOX 5202, OXNARD, CA 93036	PTIN P01281059	FEIN 90-0526450
		Telephone (805) 983-1151	
	May the FTB discuss this return with the preparer shown above? See instructions <input type="checkbox"/> Yes <input type="checkbox"/> No		

VENTURA COUNTY YOUTH TRACK CONFERENCES

77-0273966

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts — complete Part II or furnish substitute information.

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	1	0 00
	2	Interest	2	0 00
	3	Dividends	3	0 00
	4	Gross rents	4	0 00
	5	Gross royalties	5	0 00
	6	Gross amount received from sale of assets (See Instructions)	6	0 00
	7	Other income. Attach schedule	7	0 00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	0 00
Expenses and Disbursements	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule	9	0 00
	10	Disbursements to or for members	10	0 00
	11	Compensation of officers, directors, and trustees. Attach schedule	11	0 00
	12	Other salaries and wages	12	0 00
	13	Interest	13	0 00
	14	Taxes	14	0 00
	15	Rents	15	0 00
	16	Depreciation and depletion (See instructions)	16	0 00
	17	Other Expenses and Disbursements. Attach schedule	17	46,405 00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	46,405 00

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		50,751.		38,873.
2	Net accounts receivable		0.		0.
3	Net notes receivable		0.		0.
4	Inventories		0.		0.
5	Federal and state government obligations		0.		0.
6	Investments in other bonds		0.		0.
7	Investments in stock		0.		0.
8	Mortgage loans		0.		0.
9	Other investments. Attach schedule		0.		0.
10 a	Depreciable assets	0.		0.	
b	Less accumulated depreciation	(0.)	0.	(0.)	0.
11	Land		0.		0.
12	Other assets. Attach schedule		0.		0.
13	Total assets		50,751.		38,873.
Liabilities and net worth					
14	Accounts payable		0.		0.
15	Contributions, gifts, or grants payable		0.		0.
16	Bonds and notes payable		0.		0.
17	Mortgages payable		0.		0.
18	Other liabilities. Attach schedule		0.		0.
19	Capital stock or principal fund		0.		0.
20	Paid-in or capital surplus. Attach reconciliation		0.		0.
21	Retained earnings or income fund		50,751.		38,873.
22	Total liabilities and net worth		50,751.		38,873.

Schedule M-1 Reconciliation of income per books with income per return					
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000					
1	Net income per books	0.	7	Income recorded on books this year not included in this return. Attach schedule	0.
2	Federal income tax	0.	8	Deductions in this return not charged against book income this year. Attach schedule	0.
3	Excess of capital losses over capital gains		9	Total. Add line 7 and line 8	0.
4	Income not recorded on books this year. Attach schedule	0.	10	Net income per return. Subtract line 9 from line 6	0.
5	Expenses recorded on books this year not deducted in this return. Attach schedule	0.			
6	Total. Add line 1 through line 5	0.			

Exemption Application**3500****Organization Information**

California Secretary of State corporation or file number		FEIN 77-0273966	
Name of organization as shown in the organization's creating document VENTURA COUNTY YOUTH TRACK CONFERENCES		Web address	
Address (suite, room, or PMB no.) 1000 TOWN CENTER DRIVE, ROOM 100			
City OXNARD		State CA	ZIP code 93036
Telephone	Second telephone	Fax	

Representative Information

Name of representative		Email address	
Address (suite, room, or PMB no.)			
City		State	ZIP code
Telephone	Second telephone	Fax	

General Questions**Part I Organizational Structure**

Check the box for the type of organization and provide the listed documents. If the listed documents are not provided, the organization's request for exemption will be delayed, or denied. Copies are acceptable.

- California Corporation** – incorporated through the California Secretary of State (SOS). See General Information E, Incorporated Organizations. Provide the articles of incorporation, including any amendments stamped by the California SOS, and the corporation's bylaws or other code of regulations.
- Foreign Corporation** – See General Information F, Foreign Corporations.
If the corporation **qualified** through the California SOS: Provide the Statement and Designation by Foreign Corporation, stamped articles of incorporation including all amendments from the state of incorporation, the corporations bylaws or other code of regulations, and the federal exemption determination letter.
If the organization is **not qualified** through the California SOS: Provide a letter of good standing from the state of incorporation, the stamped articles of incorporation and all amendments from the state of incorporation, the corporation's bylaws or other code of regulations, and the federal exemption determination letter.
- Unincorporated Association** – not incorporated through the California SOS. See General Information G, Unincorporated Associations. Provide the constitution, articles of association, bylaws or other code of regulations with specific language, and signed by the board of directors or other governing body.
- Trust** – See General Information H, Trusts.
Provide the trust instrument, any amendments and the trust's federal exemption determination letter.
- Limited Liability Company (LLC)** – See General Information I, Limited Liability Companies.
If the LLC is registered in California: Provide the articles of organization (LLC-1), and any amendments stamped by the California SOS, and the operating agreement.
If the LLC is a foreign LLC registered in California: Provide the Application to Register a Foreign Limited Liability Company (Form LLC-5), letter of good standing from the state of incorporation, articles of organization from the state of incorporation including any amendments, and the operating agreement.

Be sure to include the \$25 application fee. Using black or blue ink, make the check or money order payable to the "Franchise Tax Board." Do not send cash. Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution. Mail form FTB 3500 to: EXEMPT ORGANIZATIONS UNIT MS F120, FRANCHISE TAX BOARD, PO BOX 1286, RANCHO CORDOVA, CA 95741-1286.

Under penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

DATE

SIGNATURE OF OFFICER OR REPRESENTATIVE

TITLE

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part II Narrative of Activities

1 Has the organization already received tax-exempt status under IRC Sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6), 501(c)(7), or 501(c)(19) at the federal level? **1** Yes No
If "Yes," the organization may choose to file form FTB 3500A, Submission of Exemption Request, if the tax-exempt status was not previously revoked. For more information, get form FTB 3500A.
If "No," continue.

2 Enter the California Revenue and Taxation Code (R&TC) section that best fits the organization's purpose/activity. See the Exempt Classification Chart on page 6. **2** R&TC Section 23701 _____

3 Enter the date the organization formed **3** _____
mm / dd / yyyy

4 Was the organization formed in another state? **4** Yes No
If "Yes," answer question 4a and question 4b.

a List the state where the organization was formed **4a** _____

b Is the organization qualified through the California SOS? **4b** Yes No
If "Yes," enter the date qualified _____

mm / dd / yyyy

5 What is the organization's annual accounting period ending? (must end on the last day of the calendar or fiscal year) **5** _____

mm / dd

6 What is the primary purpose of the organization?

7 Is the organization currently conducting, or plan to conduct activities? **7** Yes No
If "Yes," enter the date the activities began, or will begin _____

mm / dd / yyyy

If "No," explain why the organization is not planning any activities.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part II Narrative of Activities (continued)

- 8** Describe the organization's past, present, and planned activities below. Do not merely refer to or repeat the language in the organizational document. List each activity separately, in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include a:
- a** Detailed description of the activity, including its purpose and how it furthers the organization's exempt purpose.
 - b** Detailed description of when the activity was or will be initiated.
 - c** Detailed description of where and by whom the activity will be conducted.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part III Financial Data

Complete the financial statement for the current year and for each year you are applying for tax-exempt status. For additional years attach separate sheets and see page 5 for more information. List the account period beginning to the account period ending. Example: mm/yyyy.

Current Tax
Year/Proposed
Budget

RECEIPTS	From	From	From	From	Total
	To	To	To	To	
Gifts, grants, and contributions received					0.
Fundraising					0.
Membership income, dues, and assessments					0.
Nonmembership income					0.
Gross amounts derived from activities not related to exempt purposes					0.
Gross receipts from admissions					0.
Gross receipts from commissions					0.
Gross receipts from advertising					0.
Gross receipts from sale of merchandise					0.
Gross receipts from services provided					0.
Gross investment income					0.
Gross receipts from furnishing of facilities					0.
Gross royalty income					0.
Gross rental income					0.
Gain or loss from sale of capital assets					0.
Other income (attach sheet itemizing each type)					0.
TOTAL RECEIPTS	0.	0.	0.	0.	0.

EXPENSES

Expenses directly related to the organization's exempt purposes					0.
Expenses not related to the organization's exempt purposes/activities					0.
Contributions, gifts, grants, and similar amounts paid (attach schedule)					0.
Disbursements to or for member benefit (attach schedule)					0.
Compensation of officers					0.
Compensation of directors					0.
Compensation of trustees					0.
Professional fees/private contractors					0.
Other salaries and wages					0.
Rental expenses (occupancy)					0.
Fundraising expenses					0.
Advertising expenses					0.
Other (including all operational and administrative expenses – attach sheet)					0.
TOTAL EXPENSES	0.	0.	0.	0.	0.

EXCESS OF RECEIPTS OVER EXPENSES	0.	0.	0.	0.	0.
---	----	----	----	----	----

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part III Continued

Balance Sheet (for the organization's most recently completed tax year)

	Year End:
Assets	
1 Cash	1
2 Accounts receivable, net	2
3 Inventories	3
4 Bonds and notes receivable	4
5 Corporate stocks	5
6 Loans receivable	6
7 Other investments	7
8 Depreciable and depletable assets	8
9 Land	9
10 Other assets (attach an itemized list)	10
11 Total assets (add line 1 through line 10)	11 0.
Liabilities	
12 Accounts payable	12
13 Contributions, gifts, grants, etc., payable	13
14 Mortgages and notes payable	14
15 Other liabilities	15
16 Total liabilities (add line 12 through line 15)	16 0.
Fund Balances or Net Assets	
17 Total fund balances or net assets	17
18 Total liabilities and fund balances or net assets (add line 16 and line 17)	18 0.
19 Has there been any substantial change in the organization's assets or liabilities since the end of the period shown above? If "Yes," explain	19 <input type="checkbox"/> Yes <input type="checkbox"/> No

Part IV Officers, Directors and Trustees

List names, titles, and mailing addresses of all officers, directors, and trustees regardless if no compensation is or will be paid. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet.

Name	Title	Mailing Address	Compensation Amount (annual actual or estimated)

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part IV Officers, Directors and Trustees (continued)

Will any incorporator, founder, board member or other person(s) or entity:

1 Share any facilities with the organization? **1** Yes No

If "Yes," describe the facility and state any rents charged.

Name	Title	Facility Description	Address	Rent charged

2 Rent, sell, or transfer property to this organization? **2** Yes No

If "Yes," explain the parties involved and each transaction in detail.

Name	Title	Property Description	Value of Property	Type of Transaction

3 Be compensated for services other than performing as a board member or employee? **3** Yes No

If "Yes," explain services performed and monies received. Also list the name of other directors, indicating their blood or marriage/RDP relationship, if any, to the compensated directors.

Name	Title	Services Performed	Compensation	Relationship

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part V History

1 List any previous California entity ID numbers assigned to the organization 1 None

2 Was this organization previously granted, denied, or revoked exemption by the Internal Revenue Service? . . . 2 Yes No
If "Yes," complete the information below and provide a copy of any federal exemption determination letters received.

<input type="checkbox"/> Granted, IRC Section 501(c) _____	<input type="checkbox"/> Denied	<input type="checkbox"/> Revoked
Date: _____	Date: _____	Date: _____

3 a Was this organization previously granted, denied, or revoked exemption by California? 3a Yes No
If "Yes," complete the information below and provide a copy of any state determination letters received.

<input type="checkbox"/> Granted, R&TC Section 23701 ____	<input type="checkbox"/> Denied	<input type="checkbox"/> Revoked
Date: _____	Date: _____	Date: _____

b Are you filing an abbreviated form FTB 3500 requesting reinstatement of a revoked tax-exempt status?
(See instructions) 3b Yes No

4 Has the organization filed any federal returns? 4 Yes No
If "Yes," state the type of return (990 or 1120 series) and years filed.

Part VI Specific Activities

1 Does or will the organization participate in fund-raising activities ? 1 Yes No

If "No," explain below the source of funds for the organization.

If "Yes," check all the fund-raising programs the organization conducts, or will conduct.

- | | |
|--|--|
| <input type="checkbox"/> Mail solicitations
<input type="checkbox"/> Email solicitations
<input type="checkbox"/> Personal solicitations
<input type="checkbox"/> Vehicle, boat, plane, or similar donations
<input type="checkbox"/> Foundation grant solicitations | <input type="checkbox"/> Phone solicitations
<input type="checkbox"/> Accept donations on the organization's website
<input type="checkbox"/> Receive donations from another organization's website
<input type="checkbox"/> Government grant solicitations
<input type="checkbox"/> Other |
|--|--|

Describe each fund-raising program. For each checked activity, describe the funds raised, how the activity is conducted, and for what specific purpose the funds will be used.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Part VI Specific Activities (continued)

2 a Does the organization conduct any gaming activities (bingo, raffles, etc)? **2a** Yes No

If "Yes," describe the gaming activities.

b Is gaming the organization's only activity? **2b** Yes No

3 Does or will the organization lease any property? **3** Yes No

If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of the rental or lease agreement.

4 Does or will the organization publish, sell, or distribute any literature? **4** Yes No

If "Yes," describe the literature or attach samples. Include any internet sites.

5 Does or will the organization publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? **5** Yes No

If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.

6 Does or will the organization accept contributions of real property, conservation easements, closely held securities, intellectual property such as patents, trademarks, and copyrights, works of music or art, licenses, royalties, automobiles, boats, planes, or other vehicles, or collectibles of any type? **6** Yes No

If "Yes," describe each type of contribution, any conditions imposed by the donor in the contribution, and any agreements with the donor regarding the contribution.

7 Does or will the organization operate outside of the United States? **7** Yes No

If "Yes," (a) name the countries and regions within the countries in which the organization operates, (b) describe the operations in each country and region in which the organization operates, (c) describe how the operations in each country and region further the organization's exempt purpose.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Specific Section Questions – Complete only one specific section that applies to your organization

The following are questions for the specific type of exemption requested. Complete only the specific section that the organization requests tax-exempt status under. See the Exempt Classification Chart on page 6 for a list of the various exemptions and comparable federal codes.

Additional Questions: Churches, hospitals, and credit counseling organizations applying for tax-exempt status under R&TC Section 23701d or Section 23701f must also complete an additional schedule. See Section D or Section F, for more information.

Section A R&TC Section 23701a – Labor, agricultural, or horticultural organization

- 1 Are any services to be performed for members? 1 Yes No
If "Yes," explain.

- 2 Cooperative Organizations:

Provide a copy of the federal exemption letter showing exemption under IRC Section 501(c)(5).

Section B R&TC Section 23701b – Fraternal societies, orders, or associations, etc. (Lodge system with benefits)

Operating under the lodge system means carrying on activities under a form of organization that comprises local branches called lodges, chapters, or the like, that are largely self-governing and chartered by a parent organization.

- 1 Is the organization a college fraternity or sorority or a chapter of a college fraternity or sorority? ... 1 Yes No
If "Yes," college fraternities and sororities generally qualify as organizations described in R&TC Section 23701g. For more information, get FTB Pub 1077, Guidelines for Social and Recreational Organizations. If R&TC Section 23701g appears to apply, do not complete Section B. Go to Section G, Social and recreational organization.

- 2 Does the organization operate, or plan to operate under the lodge system or for the exclusive benefit of the members of the lodge system? 2 Yes No
If "No," explain.

- 3 Is the organization a subordinate or local lodge, etc? 3 Yes No
If "Yes," attach a certificate signed by the secretary of the parent organization certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.

- 4 Is the organization a parent or grand lodge? 4 Yes No
If "Yes," answer question 4a and question 4b.

a What is the number of subordinate lodges in active operation? 4a _____

- b Are periodic meetings held? 4b Yes No

If periodic meetings are not held, explain.

- 5 Describe the types of benefits (life, sick, accident, or other benefits) paid, or to be paid, to members.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section C R&TC Section 23701c Cemeteries, crematoria, and like corporations

1 Does the organization currently own or plan to purchase cemetery property? 1 Yes No

If "Yes," explain.

2 Where is the property located?

3 Who owns title to the property? If there is more than one owner, attach a list.

Name	ITIN/FEIN	Address

4 What is the cost or estimated current value of property owned? 4 \$ _____

5 Does the organization have a perpetual care fund? 5 Yes No

If "Yes," provide a copy of the federal exemption letter and a copy of the fund agreement and answer question 5a through question 5d.

a What are the contents of the fund (cash, securities, unsold land, etc.)?

b How is, or will, the fund be administered?

c Explain the specific purposes of the fund.

d What are the names of the persons administering the fund?

6 If the organization is claiming exemption as a perpetual care fund for an organization described in IRC Section 501(c)(13), has the cemetery organization, for which funds are held, established exemption under that section? 6 Yes No

If "No," explain.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section D R&TC Section 23701d – Religious, charitable, scientific, literary, or educational organization

1 Check the box(es) below that best describes the organization.

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Charitable | <input type="checkbox"/> Church | <input type="checkbox"/> Credit Counseling | <input type="checkbox"/> Other type of organization |
| <input type="checkbox"/> Educational | <input type="checkbox"/> School | <input type="checkbox"/> Testing for public safety | _____ |
| <input type="checkbox"/> Prevent cruelty to children or animals | <input type="checkbox"/> Hospital, Medical Center | <input type="checkbox"/> Literary | |
| <input type="checkbox"/> Religious | <input type="checkbox"/> Scientific | <input type="checkbox"/> Qualified sports organization | |

Describe how the organization qualifies for tax-exempt status as the type of organization checked above.

2 Has the organization received or expect to receive 10% or more of its assets from any organization or group of affiliated organizations (affiliated through stockholding, common ownership, or otherwise), any individuals, or members of a family group (brother or sister whether whole or half blood, spouse/RDP, ancestor or lineal descendant)? 2 Yes No

If "Yes," explain.

3 Does the organization attempt to influence legislation? 3 Yes No

If "Yes," explain how the organization attempts to influence legislation.

4 Does the organization support or oppose candidates in political campaigns in any way? 4 Yes No

If "Yes," explain.

5 Does the organization hold, or plan to hold, 10% or more of any class of stock or 10% or more of the total combined voting power of stock in any corporation? 5 Yes No

If "Yes," explain.

6 a Does the organization operate as a church? 6a Yes No
If "Yes," complete Schedule A, Churches, on side 21.

b Is the organization's main function to provide hospital or medical care? 6b Yes No
If "Yes," complete Schedule B, Hospitals, on side 23.

c Is the organization a credit counseling organization? 6c Yes No
If "Yes," complete Schedule C, Credit Counseling Organizations, on side 25.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section E R&TC Section 23701e – Business league, chamber of commerce, professional association, or society.

- 1 Has the organization performed, or does it plan to perform, particular services for members, shareholders, or others such as furnishing credit reports or collection accounts, inspecting products, conducting advertising, purchasing merchandise, coupon redemption services, or other similar undertakings? 1 Yes No

If "Yes," describe the types of services provided including income realized and expenses incurred in such activities. If engaged in advertising attach samples of materials.

Section F R&TC Section 23701f – Civic league, social welfare organization, or local association of employees

- 1 Explain in detail how the organization promotes the common good or welfare of an entire community?

- 2 Is the organization a credit counseling organization? 2 Yes No

If "Yes," complete Schedule C, Credit Counseling Organization, on side 25.

Section G R&TC Section 23701g – Social and recreational organization

To be exempt under R&TC Section 23701g, income from a combination of investment income and receipts from the general public should not exceed 35% of gross receipts. However, general public income is not to represent more than 15% of total receipts (Public Law 94-568). For more information, get FTB Pub 1077.

- 1 What is the focus of the organization's activities? (cars, golf, quilts, etc). How many members? Explain.

- 2 Does a percentage of this organization's income come from the general public's use of club facilities or participation in club activities? 2 Yes No

If "Yes," explain and list the percentage.

- 3 Has the organization rented, leased, or sold, or does it plan to rent, lease, or sell any part of the club's property to others? 3 Yes No

If "Yes," explain.

- 4 Has the organization derived, or will it derive, any income from nonmembers not explained above? 4 Yes No

If "Yes," provide a schedule showing member and nonmember income for the past three years and a proposed budget separating member and nonmember income for the next period of operation.

Section G continued

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section G R&TC Section 23701g – Social and recreational organization (continued)

5 Does the organization have different classes of membership? 5 Yes No
If "Yes," describe the dues and privileges of each class.

6 Is the organization's income from investments and gross receipts from the general public 35% or more? ... 6 Yes No

7 Is the income from the general public greater than 15% of total receipts? 7 Yes No

Section H R&TC Section 23701h – Title holding organization

R&TC Section 23701h requires turning over net income to a parent organization periodically. Organizations with members, incorporating as a nonprofit corporation under the California Corporations Code, are precluded from exempt status under R&TC Section 23701h. California Corporations Code Sections 5410 and 7411 prohibit any distribution to members of nonprofit public benefit corporations or nonprofit mutual benefit corporations unless the organization dissolves.

1 Is the organization currently holding title to property or does the organization plan to hold title to property? . 1 Yes No
If "No," explain. If "Yes," answer question 1a and question 1b.

a List the name, FEIN, address, and number of shares held by each shareholder or parent organization.
Attach another sheet if necessary.

Name	FEIN	Address	Number of Shares

b Describe the property being held, including cost or approximate value, and address.

2 Attach a copy of the exemption letter (federal or California) for each organization for which property will be held. If property will be held for organizations located in California, the organization must furnish a California exempt determination or acknowledgement letter.

3 Does the organization turn over net income to a parent organization? 3 Yes No
If "Yes," what is the amount? If "No," explain.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section I R&TC Section 23701i – Voluntary employees' beneficiary organization

1 Describe the voluntary employees' beneficiary organization.

2 Furnish a copy of the federal exemption determination letter under IRC Section 501(c)(9).

Section L R&TC Section 23701l - Fraternal beneficiary societies, orders, or associations, etc. (Lodge system with no benefits)

Operating under the lodge system means carrying on activities under a form of organization that comprises local branches (called lodges, chapters, or the like) that are largely self-governing and chartered by a parent organization.

1 Is the organization a college fraternity or sorority, or a chapter of a college fraternity or sorority? . . . 1 Yes No

If "Yes," college fraternities and sororities generally qualify as organizations described in R&TC Section 23701g. For more information, get FTB Pub 1077.

If R&TC Section 23701g appears to apply, do not complete Section L. Go to Section G, Social and recreational organization.

2 Does the organization operate or plan to operate under the lodge system or for the exclusive benefit of the members of a lodge system? 2 Yes No

If "No," explain.

3 Is the organization a subordinate, chapter, or local lodge, etc? 3 Yes No

If "Yes," attach a certificate signed by the secretary of the parent organization certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.

4 Is the organization a parent or grand lodge? 4 Yes No

If "Yes," answer question 4a and question 4b.

a What is the number of subordinate lodges in active operation? 4a _____

b Are periodic meetings held? 4b Yes No

If periodic meetings are not held, explain.

Section N R&TC Section 23701n – Supplemental unemployment compensation trust

Attach a copy of the supplemental unemployment benefit plan. Include any pertinent agreements. Also, attach a copy of the federal exemption determination letter.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section T R&TC Section 23701t – Homeowners' association

1 Furnish a copy of the recorded Declaration of Covenants, Conditions, and Restrictions.

2 Is the purpose of this organization to manage and maintain residential association property of members? . . . 2 Yes No

If "No," explain.

3 Describe the types of units/lots in the association (single dwelling, condominium, condominium conversion, live/work, timeshare, or other.)

4 Have any units/lots been sold? 4 Yes No

If "No," when will the first unit be available for sale? _____

If "Yes," when was the first unit sold? _____

5 When were, or will dues first be collected? 5 _____

6 Will any of the units be rented by a person or series of persons, for periods of less than 30 days that, when added together, equal more than half of the association's taxable year? 6 Yes No

7 a Will any of the individual units/lots owned by the organization or its members be used for nonresidential purposes? 7a Yes No

b If "Yes," what is the percentage of the units/lots that will be used for nonresidential purposes? 7b _____ %

8 Condominium management associations only:

a Is any square footage used for nonresidential purposes? 8a Yes No

b If "Yes" what percentage? 8b _____ %

9 Residential real estate management associations only:

a Are any lots zoned nonresidential or used for nonresidential purposes? 9a Yes No

b If "Yes", what is total number of lots and how many are nonresidential? 9b _____ / _____

10 a What is the association's total gross income? 10a \$ _____

b What is the total gross income from nonresidential sources? 10b \$ _____

11 a What are the association's total expenditures? 11a \$ _____

b What are the total expenditures for nonresidential purposes? 11b \$ _____

12 Will this organization own, maintain, or operate a mutual water company, well, electrical generating facility, or other utility? 12 Yes No

If "Yes," describe in detail and answer question 13 through question 16.

Section T continued

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section T R&TC Section 23701t – Homeowners' association (continued)

13 Are the members/shareholders the actual users of the utility or simply investors? **13** **Actual Users**
 Investors

14 Is this organization furnishing utilities to (check applicable boxes)? **14** **Residential homes**
 Commercial businesses (including agricultural enterprises)

If both, what percent of this organization's total income will be derived from the sale of utilities for nonresidential usage? %

15 Are the members/shareholders assessed equally on the basis of square footage/acreage? **15** **Yes** **No**
If "No," explain how members are assessed.

16 Are meters utilized to determine charges to members/stockholders? **16** **Yes** **No**
If "Yes," provide a detailed breakdown on how rates are determined and the amount of revenue received.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section U R&TC Section 23701u – Public facility financial corporation

1 Attach samples of all certificates of participation or other securities to be issued.

2 Describe all leases, contracts, trust agreements, or other agreements that have been, or will be, entered into by this corporation.

Section V R&TC Section 23701v – Mobile home park acquisition organization

1 Are all members of the organization owners of manufactured homes, mobile homes, or mobile home tenants of the mobile home park? 1 Yes No

If "No," explain the circumstances under which other individuals can become members of the organization.

2 Describe the mobile home park in which owner/tenant members reside.

3 Will the organization carry on activities other than purchasing or preparing to purchase the mobile home park in which members reside? 3 Yes No

If "Yes," describe in detail the other activities.

4 Are all the lots within the park rented or leased to mobile home or manufactured home owners? 4 Yes No

If "No," explain.

5 Does the rent paid by each owner include rental for the lot occupied by the mobile home or manufactured home? 5 Yes No

If "No," explain.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section W R&TC Section 23701w – War veterans organization

Complete if a post or organization of past or present members of the Armed Forces of the United States.

1 What is the total membership of the post or organization? 1 _____

2 a How many members are present or former members of the Armed Forces of the United States? 2a _____

b How many members are cadets (include students in college, university, or armed services academies)? . 2b _____

c How many are spouses/RDPs, widows or widowers of cadets or of past or present members of the Armed Forces of the United States? 2c _____

3 Does the organization have any other membership category? 3 Yes No

a If "Yes," how many members? 3a _____

b Explain in detail.

Complete if an auxiliary unit, society, post, or organization of past or present members of the Armed Forces of the United States.

4 Is the organization affiliated with and organized according to the bylaws and regulations formulated by such an exempt post or organization? 4 Yes No

5 How many members does the organization have? 5 _____

6 How many members are past or present members of the Armed Forces of the United States, or have spouses/RDPs or persons related to them within two degrees of blood relationship (grandparents, brothers, sisters, and grandchildren are the most distant relationships allowable) that are past or present members of the Armed Forces of the United States (enter total)? 6 _____

7 Are all of the members themselves members of a post or organization, past or present members of the Armed Forces of the United States, or spouses/RDPs of members of such a post or organization, or related to members of such a post or organization within two degrees of blood relationship? . . . 7 Yes No

If "No," explain in detail.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section X R&TC Section 23701x - Title holding organization

R&TC Section 23701x requires turning over net income to specified parent organizations periodically. Organizations with members incorporating as a nonprofit corporation under the California Corporations Code are precluded from exempt status under R&TC Section 23701x. California Corporations Code Sections 5410 and 7411 prohibit any distribution to members of nonprofit public benefit corporations or nonprofit mutual benefit corporations unless the organization dissolves.

1 Is the organization currently holding title to property or does the organization plan to hold title to property? 1 Yes No

If "Yes," answer question 1a and question 1b.

If "No," explain.

a List the name, FEIN, address, and the number of shares of capital stock held by each parent organization.

Attach another sheet if necessary.

Name	FEIN	Address	Number of Shares

b Describe the property being held, including cost or approximate value and address.

2 Provide a copy of each parent organization's federal exemption determination letter or federal plan letter.

3 For those parent organizations that the organization holds property for and which do not have a federal exemption determination letter, provide detailed information to show that each shareholder is:

a A governmental plan described in IRC Section 414(d).

b The United States, any state or political subdivision thereof, or any agency or instrumentality of the foregoing.

4 Does the organization turn over net income to a parent organization? 4 Yes No

If "Yes," list the amounts given to each parent. If no, explain.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Section Y R&TC Section 23701y – Credit union (state chartered effective on or after January 1, 1999)

1 Provide a copy of the organization's license to operate as a credit union.

2 What is the total number of members of the organization? 2 _____

3 Does the organization have a Federal charter? 3 Yes No
If "Yes," provide a copy.

4 Does the organization operate outside of California? 4 Yes No
If "Yes," explain.

Section Z R&TC Section 23701z – Self-insurance pool for charitable organizations

1 Provide a list of names, California corporation numbers, and FEIN for all participants in the pool.

2 Describe in detail the activities of each participating corporation.

3 Furnish a copy of the latest federal exemption determination letter showing exemption under IRC Section 501(c)(3) for each participating corporation.

4 Describe in detail all insurance services to be provided to members of the pool.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Schedule A – Churches

Complete Schedule A only if the organization answered "Yes" to Specific Section D, Question 6a.

1 Has a place of worship been established? 1 Yes No

If "Yes," at what address? Who is the legal owner of the property? Other property use?

If no, explain where religious services are held.

2 Does the organization have a regular congregation or conduct religious services on a regular basis? 2 Yes No

If "Yes," how many usually attend the regular worship services? How often are religious services held?

If no, explain.

3 Explain the background and training of the religious leaders.

4 Will income be received from incorporators, ministers, officers, directors, or their families? 4 Yes No

If "Yes," explain, including dollar amounts received.

5 Will any founder, member, or officer take a vow of poverty? 5 Yes No

If "Yes," explain.

6 Will any founder, member, or officer transfer personal assets to this organization, like a home, automobile, furnishings, business, or recreational assets, etc., that will be made available for the personal use of the donors? 6 Yes No

If "Yes," explain.

Schedule A Churches continued

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Schedule A – Churches (continued)

- 7 Will any founder, member, or officer assign or donate income to the organization that will be used to pay their own personal salary, living allowance, or that will result in any other personal benefit (such as food, medical expenses, clothing, insurance, etc.)? 7 Yes No

If "Yes," explain.

- 8 Does the organization have a written creed, statement of faith, or summary of beliefs? 8 Yes No

If "Yes," explain.

- 9 Do the religious leaders conduct baptisms, weddings, funerals, etc? 9 Yes No

If "Yes," explain.

- 10 Does the organization ordain, commission, or license ministers or religious leaders? 10 Yes No

If "Yes," describe.

Schedule B – Hospitals

Complete Schedule B only if the organization answered "Yes" to Specific Section D, Question 6b. Attach a statement to explain any answers.

- 1 Are all the doctors in the community eligible for staff privileges? 1 Yes No
If "No," give the reasons why and explain how the medical staff is selected.
- 2 a Does or will the organization provide medical services to all individuals in the community who
can pay for themselves or have private health insurance? 2a Yes No
If "No," explain.
- b Does or will the organization provide medical services to all individuals in the community who
participate in Medicare? 2b Yes No
If "No," explain.
- 3 a Does or will the organization require persons covered by Medicare or Medicaid to pay a deposit
before receiving services? 3a Yes No
If "Yes," explain.
- b Does the same deposit requirement, if any, apply to all other patients? 3b Yes No
If "No," explain.
- 4 a Does or will the organization maintain a full-time emergency room? 4a Yes No
If "No," explain why the organization does not maintain a full-time emergency room. Also,
describe any emergency services provided.
- b Does the organization have a policy on providing emergency services to persons without
apparent means to pay? 4b Yes No
If "Yes," provide a copy of the policy.
- c Does the organization have any arrangements with police, fire, and voluntary ambulance
services for the delivery or admission of emergency cases? 4c Yes No
If "Yes," describe the arrangements, including whether they are written or oral agreements.
If written, submit copies of all such agreements.
- 5 a Does the organization provide for a portion of the organization's services and facilities to be
used for charity patients? 5a Yes No
If "Yes," answer question 5b through question 5e.
- b Explain the organization's policy regarding charity cases, including how the organization
distinguishes between charity care and bad debts. Submit a copy of the written policy.
- c Provide data on the organization's past experience in admitting charity patients, including the amounts
expended for treating charity care patients and types of services provided to charity care patients.
- d Describe any arrangements with federal, state, or local governments or government agencies for
paying for the cost of treating charity care patients. Submit copies of any written agreements.
- e Does the organization provide services on a sliding fee schedule depending on financial ability to pay? 5e Yes No
If "Yes," submit the sliding fee schedule.
- 6 a Does or will the organization carry on a formal program of medical training or medical research? ... 6a Yes No
If "Yes," describe such programs, including the type of programs offered, the scope of such
programs, and affiliations with other hospitals or medical care providers with which the organization
carries on the medical training or research programs.
- b Does or will the organization carry on a formal program of community education? 6b Yes No
If "Yes," describe such programs, including the type of programs offered, the scope of such
programs, and affiliations with other hospitals or medical care providers with which the
organization offers community education programs.

Schedule B Hospitals continued

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Schedule B – Hospitals (continued)

- 7 Does or will the organization provide office space to physicians carrying on their own medical practices? 7 Yes No
If "Yes," describe the criteria for determining who may use the space, explain the means used to determine that the organization is paid at least fair market value, and submit representative lease agreements.
- 8 Is the board of directors comprised of a majority of individuals who are representative of the community served? 8 Yes No
Include a list of each board member's name, and business, financial, or professional relationship with the hospital. Also identify each board member who is representative of the community and describe how that individual is a community representative.
- 9 Does the organization participate in any joint ventures? 9 Yes No
If "Yes," state the ownership percentage in each joint venture, list the investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are IRC Section 501(c)(3) organizations), describe the activities of each joint venture, describe how the organization exercises control over the activities of each joint venture, and describe how each joint venture furthers the organization's exempt purposes. Also, submit copies of all agreements.
- 10 Does or will the organization manage its activities or facilities through its employees or volunteers? 10 Yes No
If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage the activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for the activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how the organization will determine it pays no more than fair market value for services.
- 11 Does or will the organization offer recruitment incentives to physicians? 11 Yes No
If "Yes," describe the recruitment incentives and attach copies of all written recruitment incentive policies.
- 12 Does or will the organization lease equipment, assets, or office space from physicians who have a financial or professional relationship with the organization? 12 Yes No
If "Yes," explain how the organization establishes a fair market value for the lease.
- 13 Has the organization purchased medical practices, ambulatory surgery centers, or other business assets from physicians or other persons who have a business relationship with the organization, aside from the purchase? 13 Yes No
If "Yes," submit a copy of each purchase and sales contract and describe how fair market value was determined, including copies of appraisals.
- 14 Has the organization adopted a conflict of interest policy? 14 Yes No
If "Yes," submit a copy of the policy and explain how the policy has been adopted, such as by resolution of the governing board. If "No," explain how the organization will avoid any conflicts of interest in business dealings.

Organization name: VENTURA COUNTY YO

Corp number/SOS file number: _____

Schedule C – Credit Counseling Organizations

Complete Schedule C only if the organization answered "Yes" to Specific Section D, Question 6c or Specific Section F, Question 2.

- | | | | |
|----|---|----|--|
| 1 | Are the services tailored to the specific needs and circumstances of consumers? | 1 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | Does the organization make loans to debtors (other than loans with no fees or interest)? | 2 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3 | Does the organization negotiate the making of loans on behalf of debtors? | 3 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4 | Does the organization provide services for the purpose of improving a consumer's credit record, credit history, or credit rating? | 4 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If "Yes," are such services incidental to credit counseling? | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5 | Does the organization charge any separately stated fee for services for the purpose of improving any consumer's credit record, credit history, or credit rating? | 5 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6 | Does the organization refuse to provide credit counseling services to a consumer due to the consumer's inability to pay, the ineligibility of the consumer for debt management plan enrollment, or the unwillingness of the consumer to enroll in a debt management plan? | 6 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7 | Did the organization establish and implement a fee policy that requires any fees to be reasonable and allows for a waiver of fees if the consumer is unable to pay? | 7 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8 | Did the organization establish and implement a fee policy that prohibits charging any fee based in whole or in part on a percentage of the consumer's debt, the consumer's payments to be made pursuant to a debt management plan, or the projected or actual savings to the consumer resulting from enrolling in a debt management plan? | 8 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9 | At all times, is the organization's governing body controlled by persons who represent the broad interests of the public, persons having special knowledge or expertise in credit or financial education, and community leaders? | 9 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10 | Is 20% or less of the organization's voting power vested in persons who are employed by the organization or who will benefit financially, directly or indirectly, from the organization's activities (other than through the receipt of reasonable directors' fees or repayment of consumer debt to creditors other than the credit counseling organization or its affiliates)? | 10 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11 | Is 49% or less of the organization's voting power vested in persons who are employed by the organization or who will benefit financially, directly or indirectly, from the organization's activities (other than through the receipt of reasonable directors' fees)? | 11 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12 | Does the organization own more than 35% of a corporation, partnership, trust, or estate that is in the trade or business of lending money, repairing credit, or providing debt management plan services, payment processing, or similar services? | 12 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13 | Does the organization receive any amounts for providing referrals to others for debt management plan services or pay any amount to others for obtaining referrals of consumers? | 13 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 14 | Does the organization solicit contributions from consumers during the initial counseling process or while the consumer is receiving services from the organization? | 14 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 15 | Do the aggregate revenues of the organization, which are from payments of creditors of consumers of the organization and which are attributable to debt management plan services, exceed 50% of the total revenues of the organization?
If the Transition rule in IRC Section 501(q)(2)(B)(ii) applies, please attach a statement of explanation. | 15 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 16 | If the organization is a credit counseling organization, did the organization receive federal exemption under IRC Section 501(c)(4)?
If "No," explain. | 16 | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Connor Soudani, CFEA, Recreation Specialist

DATE: October 7, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF THE 2020
CAMARILLO CHRISTMAS PARADE: SANTA HITS THE
ROAD**

SUMMARY

With the continued prevalence of COVID-19 and the impacts on traditional Pleasant Valley Recreation & Park District (“District”) programming, staff have adapted the 2020 Camarillo Christmas Parade: Santa Hits the Road to meet current State of California, County of Ventura, and Centers for Disease Control and Prevention guidelines and recommendations.

BACKGROUND

Since 1962, the District has traditionally produced the annual Camarillo Christmas Parade on the second Saturday of December with over 100 parade entries, over 50 vendors, and an estimated attendance of 8,000-10,000 guests. City Council members and the Board of Directors each participate as representatives of their respective agencies. The event traditionally starts at 9:00 am and concludes around 1:00 pm.

Funding and approval for this event is part of the annual District budget process.

ANALYSIS

The City of Camarillo has financially supported this event through the City’s Community Events Grant program. This program funds the operational elements of this event but excludes funding for personnel. The chart below shows the financial and in-kind (police, road closures, street sweeping) from the City as part of this program. It is important to note funding was provided but returned in 2017 due to the Thomas Fire and the cancellation of the 2017 Camarillo Christmas Parade.

Year	Monetary Contribution	In-kind Contribution	Total
2018	\$20,000	\$13,300	\$33,300
2019	\$25,000	\$13,300	\$38,300

The Camarillo Christmas Parade produced the following expenses and revenues for 2018 and 2019 (Revenues include grant contributions from the City of Camarillo):

Year	Expenses	Revenues	Net Total
2018	\$52,993.88	\$29,502.65	(\$23,491.23)
2019	\$64,127.30	\$36,843.81	(\$27,283.49)

Due to COVID-19 related budget concerns, the City of Camarillo's City Council reviewed the 2020 Community Events Grant Applications on April 8, 2020 with direction to retain funding for the Christmas Parade and bring it back for review (Agenda Item XIX.A).

District staff met with City staff on Friday, September 18 to review the proposed plan and provided feedback. This item will be presented to City Council for consideration and approval in October.

2020 Camarillo Christmas Parade: Santa Hits the Road

With current restrictions and guidance, staff have developed the 2020 Camarillo Christmas Parade with the following guidance:

1. Plan the event over five (5) nights to match the City's five (5) represented districts
2. Keep each night to a maximum of three (3) hours in duration
3. No non-restroom stops to reduce the potential for non-household gatherings

The 2020 Camarillo Christmas Parade begins at a different location each night and features a vehicle convoy touring neighborhoods throughout Camarillo. The convoy will consist of police escort vehicles, vehicles for Board and City Council members, vehicles for partners/sponsors, and a vehicle for Santa Claus.

The convoy would be featuring one (1) District Board member and one (1) Camarillo City Council member per night. PVRPD representatives will act as event managers each night. The event will start at 6:00pm and conclude by 9:00pm each night.

The proposed dates for this event are Monday, December 14 – Friday, December 18, 2020 to account for the District Board of Directors meeting on Thursday, December 3 and Camarillo's City Council meeting on Wednesday, December 9.

Proposed routes are attached. The routes have been reviewed by the City of Camarillo's Community Development Department and Public Works Department, in addition to the Ventura County Sheriff who will provide intersection traffic control. There are no street closures planned and the convoy will follow all rules of the road.

No special event permit is needed.

FISCAL IMPACT

The City of Camarillo Event Funding Agreement will provide \$10,000 in funding plus up to \$13,300 of in-kind. The District will utilize current staffing, estimated at \$10,100 (funded as part of the budget process).

No additional expenses are expected.

RECOMMENDATION

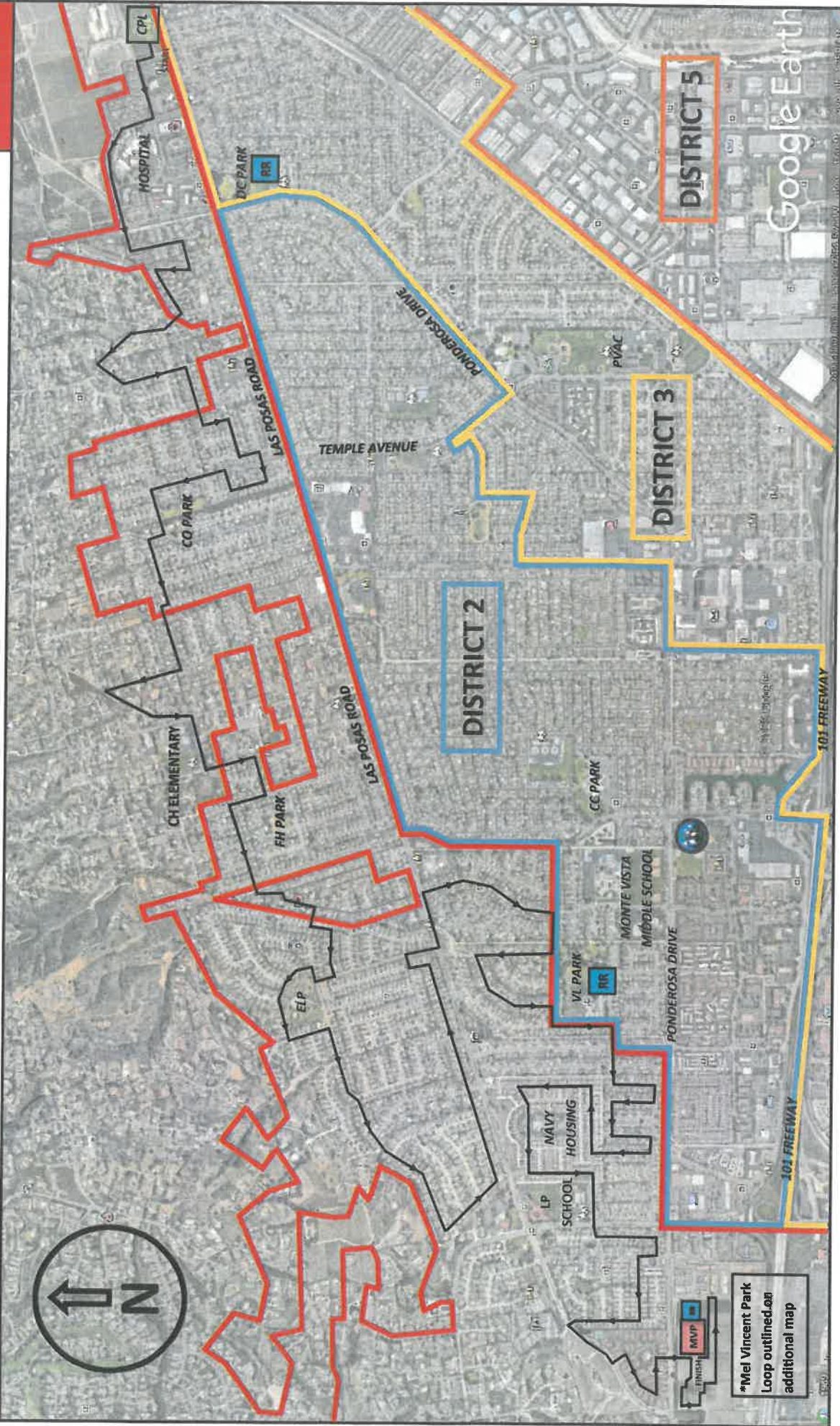
It is recommended that the Board of Directors approve and authorize the 2020 Camarillo Christmas Parade: Santa Hits the Road special event.

ATTACHMENTS

- 1) 2020 Camarillo Christmas Parade Route Maps (5 pages)
- 2) 2020 Camarillo Christmas Parade Budget (1 page)
- 3) 2020 Camarillo Christmas Parade City Funding Agreement (3 pages)

DISTRICT 1 FULL ROUTE—12.1 MILES & ABOUT 2 HOURS 25 MINUTES

DISTRICT 1



DISTRICT 2

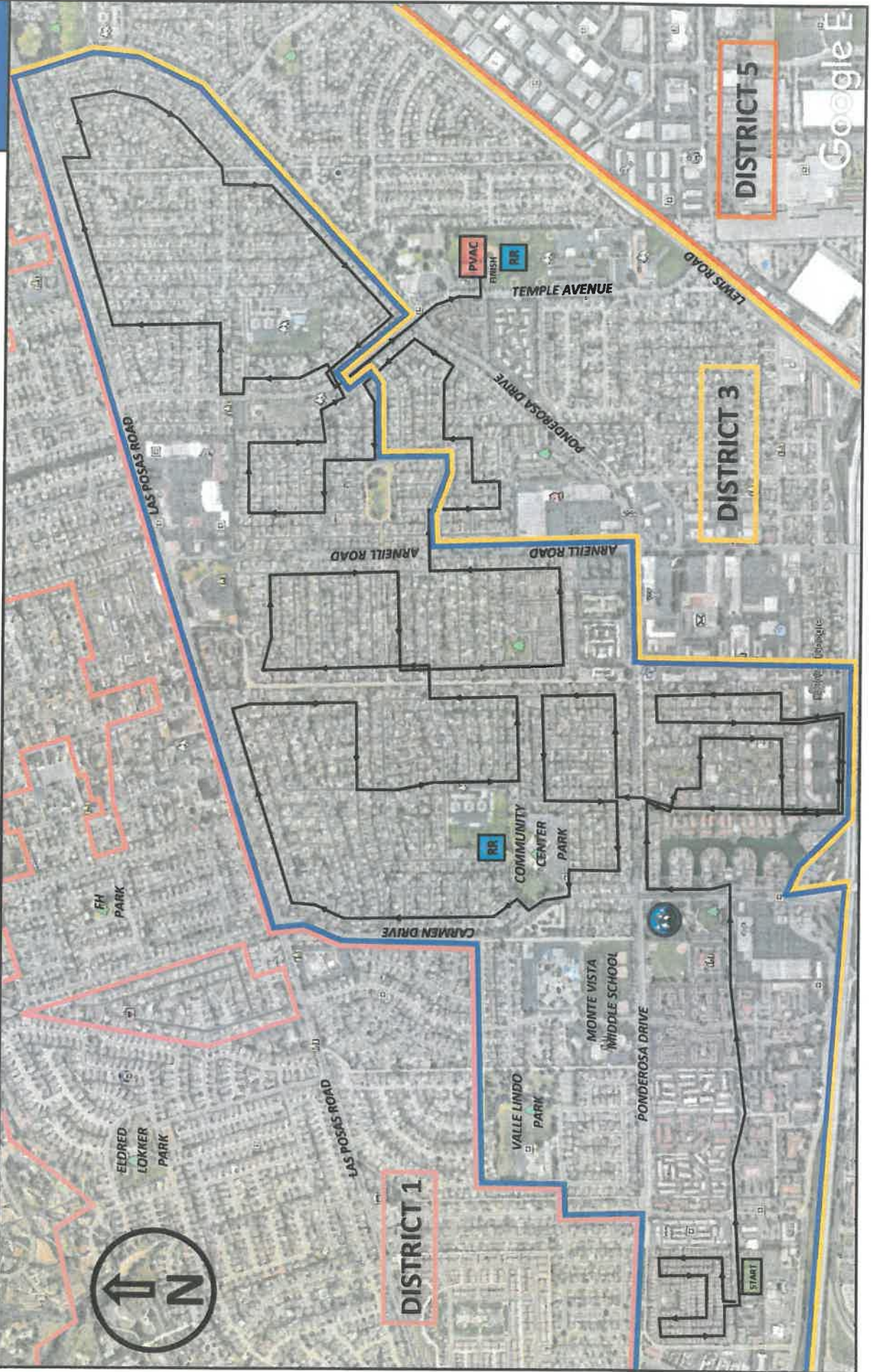
DISTRICT 3

DISTRICT 5

*Mel Vincent Park Loop outlined on additional map

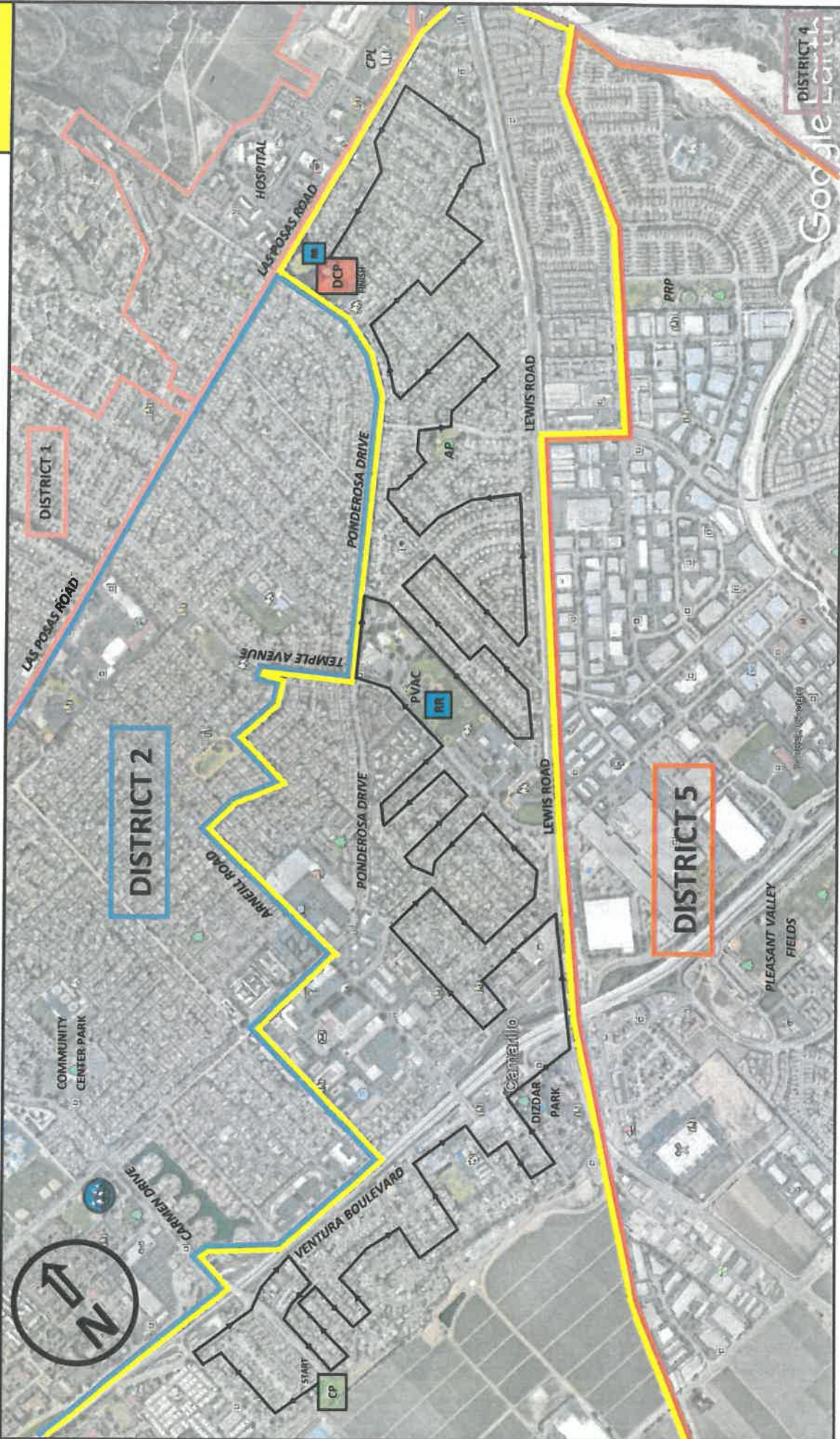
DISTRICT 2 FULL ROUTE—13.07 MILES & ABOUT 2 HOURS 37 MINUTES

DISTRICT 2



DISTRICT 3 FULL ROUTE—10.21 MILES & ABOUT 2 HOURS & 3 MINUTES

DISTRICT 3



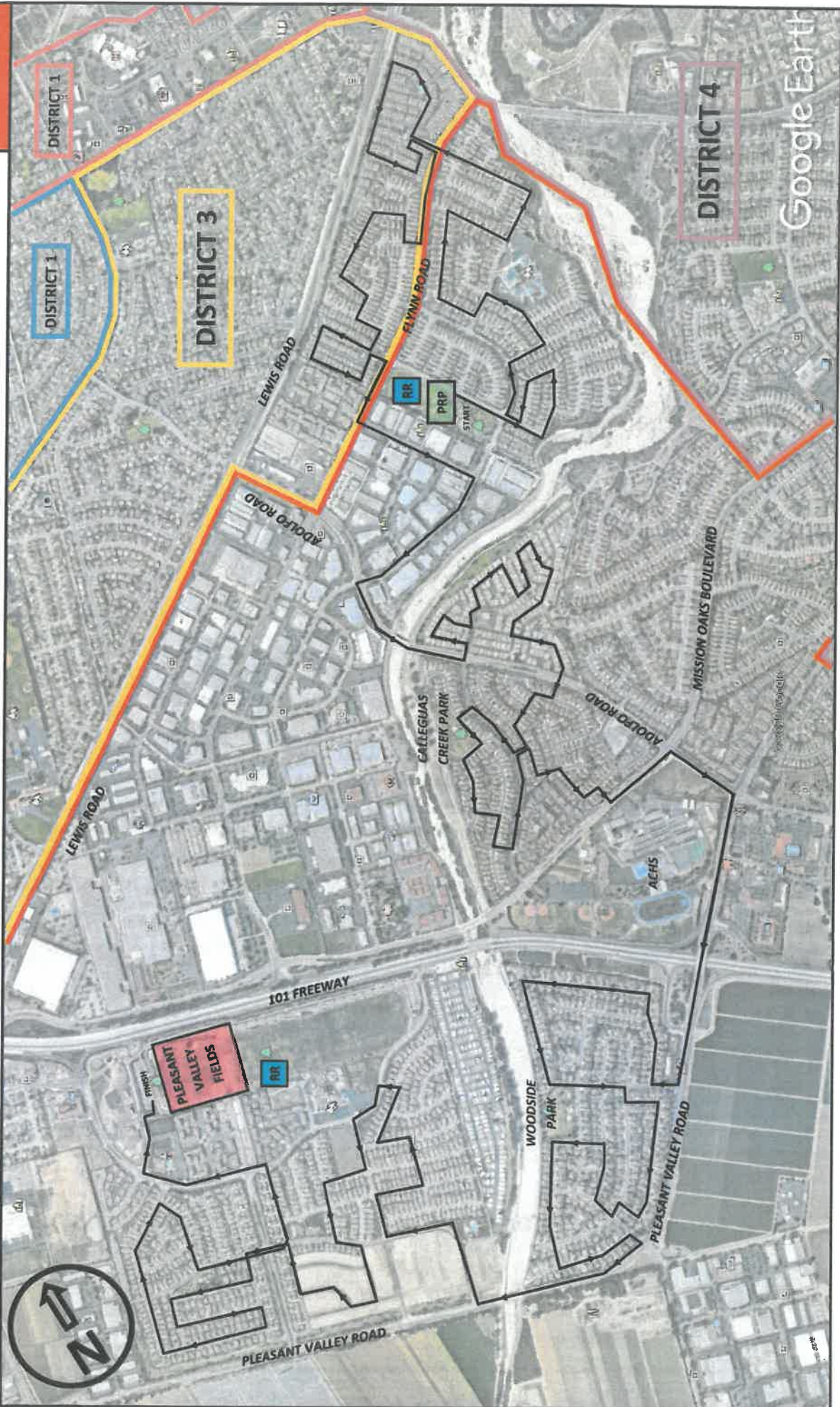
DISTRICT 4

DISTRICT 4 FULL ROUTE—16.2 MILES & 3 HOURS 14 MINUTES



DISTRICT 5 FULL ROUTE — 13.6 MILES & ABOUT 2 HOURS 43 MINUTES

DISTRICT 5



ATTACHMENT 2

2018-2020 Camarillo Christmas Parade Financials				
Revenue	Item	2018 Actual Revenue	2019 Actual Revenue	2020 Proposed Revenue
	City of Camarillo Event Funding	\$20,000.00	\$25,000	\$10,000.00
	Food Truck Fees	\$1,015.00	\$1,268.75	NA
	Parade Entries	\$4,331.00	\$4,046.34	NA
	Santa's Village Vendors	\$4,156.65	\$5,528.72	NA
	Sponsorships	\$0	\$1,000	\$0
	TOTAL REVENUE	\$29,502.65	\$36,843.81	\$10,000.00
Expenses	Item	2018 Actual Expenses	2019 Actual Expenses	2020 Proposed Expenses
	PVRPD Staffing	\$31,169.00	27,109.06	10,103.52
	PVRPD Facility Costs	NA	11,707.00	NA
	Kitchen Supplies	\$66.65	\$23.57	NA
	Food Supplies	\$1,960.21	\$1,429.69	\$100.00
	Laundry/Wash Services	\$151.50	\$44.50	\$100.00
	Office Supplies (Marketing)	\$1,870.68	\$641.33	\$1,000.00
	Advertising	\$2,573.90	\$2,550.20	\$3,000.00
	Professional Services	\$3,250.00	\$1,700.00	NA
	Medical & Health Services	\$508.00	\$1,850.00	NA
	Security Services	\$0	\$250.00	NA
	Entertainment Services	\$1,390.00	\$420.00	\$1,000.00
	Business Services	\$3,928.93	\$4,174.77	NA
	Rents & Leases - Equipment	\$4,882.47	\$4,641.38	\$1,050.00
	Bldg./Fields Leases & Rentals	\$45.00	\$60.00	\$50.00
	Special Event Supplies	\$396.01	\$5,656.52	\$3,500.00
	Safety Supplies	\$183.66	\$96.50	NA
	Uniforms	\$367.87	\$542.15	NA
	Awards & Certificates	\$250.00	\$1,230.62	NA
	Private Vehicle Mileage	NA	NA	\$200.00
TOTAL EXPENSE	\$52,993.88	\$64,127.29	\$20,103.52	
Net Income (Loss)	(\$23,491.23)	(\$27,283.48)	(\$10,103.52)	
Does not include City of Camarillo in-kind services of (\$13,300 for 2018-2020) for VC Sheriff staffing, Parade filming, street-sweeping, etc.				
Does not include any in-kind service or advertising				
Does not include PVRPD Facility Costs for 2018				

COMMUNITY EVENT FUNDING AGREEMENT

This Community Event Funding Agreement (“Agreement”) is between the City of Camarillo (“City”) and Pleasant Valley Recreation & Park District (“Organization”). The City and Organization shall be referred to herein collectively as “Parties”. The Parties agree as follows:

RECITALS

- A. The City has adopted Policy No. 1.15, Guidelines for City Support of Community Events which provides guidelines for funding community events presented by non-profit organizations and other governmental agencies. Policy No. 1.15 provides funding that furthers a public purpose and assists certain organizations in providing cultural and entertainment events for residents of the City. Pursuant to Policy No. 1.15 the City may provide funding and/or in-kind services.
- B. The Organization wishes to provide certain cultural and entertainment events for the benefit of the City’s residents. The Organization will provide a cultural event by hosting the Annual Christmas Parade. This 58-year-old event is free to the public.
- C. The Parties wish to enter into this Agreement according to the terms and conditions specified in this Agreement.

TERMS

1. FUNDING.

1.1 Amount of funding. For the Fiscal Year 2020/21, the City will provide funding to Organization in an amount not to exceed \$10,000 (ten thousand dollars) no earlier than 90 days prior to the event. City will also provide in-kind services in an amount not to exceed \$13,300 (thirteen thousand three hundred dollars).

1.2 Use of funding. Organization warrants that the \$10,000 granted by and received through this Agreement may only be used for providing cultural and entertainment events within the City and as set forth in Recital B. Within 90 days following the event, Organization will provide City a detailed written report that summarizes the use of the funds received including an expense report with copies of receipts, cancelled checks and remittance of unused funds. The in-kind services in an amount not to exceed \$13,300 for the Organization will include City personnel and Sheriff’s Department special event overtime, street sweeping, barricade/traffic cone rental and trailer rental.

2. INDEMNIFICATION. Organization agrees to indemnify, defend (at City’s request and with counsel satisfactory to City), and hold City harmless from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements (collectively, “Claims”) arising out of or related to applicant/permittee’s acts, errors or omissions, negligence, or wrongful conduct in connection with this permit. For purposes of this condition “City” includes the City of Camarillo’s elected and appointed officers, officials, employees, agents, representatives, and volunteers. The provisions of this section do not apply to Claims occurring as a result of the City’s sole negligence or willful acts or omissions.

CC Agreement No. 2020-xx

3. EFFECTIVE DATE. This Agreement is effective as of the date that it is fully executed by all parties and approved by the Camarillo City Council ("Effective Date").

4. NOTICES. All notices shall be mailed by U.S. Mail and by email to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses may be used for delivery of service of process.

CITY: City of Camarillo
Attn: Mark Uribe, Interim Director of Finance
601 Carmen Drive, Camarillo, CA 93010
muribe@cityofcamarillo.org

ORGANIZATION: Pleasant Valley Recreation & Park District
Attn: Mary Otten
1605 E. Burnley Street, Camarillo, CA 93011
motten@pvrpd.org

5. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of each party warrants and represents that the person or persons have the authority to execute this Agreement on behalf of their party (whether the party is a corporation, partnership, or business entity) and warrants and represents that they have the authority to bind all parties to the performance of its obligations hereunder.

6. NO PARTNERSHIP OR JOINT VENTURE. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between the Parties.

7. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. SEVERABILITY. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

9. AMENDMENT. This Agreement may only be amended by written instrument, executed by all parties.

10. CALIFORNIA LAW. This Agreement will be construed and interpreted pursuant to the laws of the State of California. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Ventura, California.

11. RECITALS. The foregoing recitals are incorporated herein by reference into this Agreement.

12. COMPLIANCE WITH ALL LAWS. Organization warrants that it will comply with all federal, state, and local laws in the performance of this Agreement.

13. INTEGRATION. This Agreement reflects the entirety of the terms and understandings between the parties, and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the parties concerning the matters contained herein. This Agreement has been negotiated in good faith and each party

warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

"Organization"¹

Date: _____

Mary Otten
General Manager

Date: _____

Eric L. Storrie
Recreation Services Manager

"City"

Date: _____

Greg Ramirez
City Manager

Approved as to form.

Brian A. Pierik
City Attorney

¹ If a corporation, two officers must sign.

**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: October 7, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
LAUTERBACHER & ASSOCIATES, ARCHITECTS INC.
FOR THE DESIGN AND CONSTRUCTION PLANS FOR
COMMUNITY CENTER KITCHEN REMODEL**

SUMMARY

On January 2, 2020, the District identified projects at multiple locations which would meet the requirements for the expenditure of Quimby funds. One of the projects included facility improvements to the Camarillo Community Center location. The entire Community Center site was built in 1969 and consists of an administration office, 5 classrooms, a kitchen, and an Auditorium. In 1989 this site had an expansion that now includes room #7 and the current administration office; the old office became room #6 and the Riso room. The project before the Board would expand capacity and use of the Community Center kitchen.

BACKGROUND

During the development of the 2020-2021 budget process, staff presented a list of Capital and Quimby Improvement projects. This particular item is for the Community Center Kitchen Expansion/Redevelopment Project. The kitchen has had little improvements since 1969. The ovens and stove tops (manufactured in 1952) came from the Freedom Center and the dishwasher has been red tagged by the county health department and is currently unusable.

The Community Center and the kitchen are ideal for: District special events such as Breakfast with Santa; weddings, quinceaneras, non-profit social gatherings, fundraisers, and parties of all sizes. Over the past few years, the kitchen has been used by over 50 groups which translates to over 1,000 people using the facilities.

ANALYSIS

The existing design of the building consists of two ovens, cooktops, two refrigerators, ice machine, double-sinks and a dishwasher which has been red tagged. The revised drawings will consist of a more functional layout, storage, and items to include the potential for a cooking and teaching kitchen. This could enable the District to offer additional classes for the community to include youth cooking classes that teach the basics, or healthy eating for seniors.

Upon Board approval of the professional agreement, staff will work with Lauterbach & Associates, Architects Inc. on the design and remodel concepts for the kitchen. One initial concept for a remodel could be to remove the wall between room #1 and the existing kitchen to create a teaching kitchen and yet not lose the space for room #1 as a classroom.

The scope of this project will need an architect firm to develop the specifications for the plans and contract documents. This agreement shall provide the District with three sets of construction document plans. The proposal includes the following items as part of the scope of work: 1) Construction Documents (City and County Permits), 2) Structural Plans for a viewing window into room #1, 3) Remodel the layout of the existing workspaces, 4) Removal of the Dishwasher, 5) Prepare a cost estimate for labor and materials, and 6) On-site observations.

FISCAL IMPACT

The District allocated \$250,000 from Quimby funds for this project; these funds were designated in the FY 2020-2021 budget. The cost for the plans would be a total of \$20,500. There could be added costs stemming from a 51-year-old building during the demolition phase at which time staff would come back to the Board for an amendment to the agreement.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into a professional services agreement between the District and Lauterbach & Associates, Architects Inc. for the design and construction plan documents for the Community Center Kitchen remodel.

ATTACHMENT

- 1) Draft Agreement (19 pages)
- 2) Draft Drawing (1 page)

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

This agreement is made and entered into, effective October 8, 2020 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and Lauterbacher & Associates, Architects Inc, a California corporation (“Consultant”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of a Remodel and upgrade of the existing facilities into a Warming and Teaching/Demonstration Kitchen located at the Community Center, 1605 E. Burnley St, Camarillo CA (“Project”).

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

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

1. Scope of Services

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

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

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

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

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

1. Construction Documents (City and County)
2. Structural Plans for a viewing window into room #1
3. Remodel the layout of the existing workspaces
4. Removal of the Dishwasher
5. Prepare a cost estimate for Labor and Materials
6. On-site Observations

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 June 30, 2021. 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, pandemics, 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 as further described on Exhibit "C".

Project Cost:	\$19,000
Incidental Cost:	\$ 1,500
Total Project Cost not to Exceed:	\$20,500

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

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

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

11. Ownership of Documentation

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

12. Termination of Contract

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

13. Indemnification and Hold Harmless, Insurance Requirements

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Section 2782.8 of the California Civil Code ("Section 2782.2") applicable to services provided by a "design professional" as defined in said statute, Consultant shall indemnify, but not defend and hold harmless District and its officers, employees, agents and agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Notwithstanding anything else to the contrary herein, in the event Consultant is a "design professional" as defined by Section 2782.8, Consultant's duty to defend and costs associated with such defense are limited to that proportionate percentage of fault of the claims or damages that are caused by Consultant's actions or inactions, as determined in a final judgment by a court of law or final resolution by an arbitrator or panel of arbitrators. Consultant's duty to defend under this Agreement shall not include an obligation for Consultant to provide a defense or pay the cost of such defense for City or the City's Parties' negligent acts, omissions or fault."

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

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

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

14. No Assignment

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

15. Examination of Records

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

16. Notice

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

To Consultant: Lauterbach & Associates, Architects, Inc.
300 Montgomery Ave, Suite C,
Oxnard Calif 93036

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

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

17. No Waiver

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

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

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

20. Incorporation of Recitals

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

21. California Law

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

22. Additional Provisions

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

23. Attorneys' Fees

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

24. Conflict of Interest

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

25. Interpretation

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

26. Corporate Authority

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

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

District: PLEASANT VALLEY RECREATION & PARK DISTRICT

By: _____
Mary Otten
General Manager

ATTEST:

By: _____
Clerk of Board

Consultant: Lauterbach & Associates, Architects, Inc.

California Corporation

By: _____
Name:
President

By: _____
Name:
Vice President

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

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

4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS

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

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

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

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.
4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

END OF PAGE

EXHIBIT "B"

ASSUMPTIONS/PROJECT UNDERSTANDING:

- A. Proposed Project is to remodel and upgrade the existing kitchen facilities into warming and teaching/demonstration kitchen per attached exhibit.
- B. Existing systems (electrical, mechanical, plumbing and exhaust hood) to remain.
- C. Adjacent classroom to be open to new kitchen, no other work in this classroom area is included.
- D. No exterior work.
- E. No increase in existing systems capacity.
- F. Client to provide standard contract exhibits as needed for bidding.
- G. Project is prevailing wage.
- H. Client may provide targeted demolition services.
- I. Kitchen equipment to remain or new equipment to be purchased by PVRPD.

SCOPE OF WORK

The services of the Consultant, a Structural engineer, shall provide the District three (3) sets of construction documents (plans) for the Teaching Kitchen located at the Community Center, 1605 E. Burnley St, Camarillo CA.

Services provided by Consultant shall be phased and completed based on the proposed project description as noted below:

A. Construction Documents (Phase E)

1. Provide Construction Documents based on the attached sketch and at the level required by the City of Camarillo Building Department for permit approval:

a) Architectural drawings and schedules showing revised and updated finishes in kitchen area only. Floor, wall and ceiling finishes to be replaced.

b) Electrical to remain. Plans to show relocated power and lighting per code requirements only is included. No new service or lines proposed. Conduct for future communications will be incorporated into documents.

c) Mechanical and plumbing systems to remain. Plans will show new connections to existing waste lines. Water supply lines will be shown modified as needed. No new ventilation, exhaust hoods or H.V.A.C. is proposed.

2. Submit and process plans through the City of Camarillo Building & Safety Department for permit approval. Process through County of Ventura Environmental Health Department.

3. Revise drawings, documents and exhibits per City of Camarillo and County of Ventura Environmental Health Department plan check corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

4. *Meetings with clients and consultants during this phase. Two meetings included.

5. Assist client in pre-bidding and contractor selection process to verify consistency with plans and specs to match PVRPD standards.

*Actions are included in Phase M – Meetings & Communication.

B. Construction Contract Procurement (Phase F)

1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope. Project to be prevailing wage per PVRPD requirements as provided by client. Client to provide bid documents.

2. Assist in delivering Procurement Documents to prospective Contractors.

3. Answer Requests for Information from prospective contractors in a timely fashion.

4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.

5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.

6. *Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.

7. *Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition.

*Actions are included in Phase M – Meetings & Communication.

C. Limited Construction Contract Administration (Phase G)

1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two visits per month).

2. Review contractor's requests for information (RFIs), submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.

3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.

4. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.

5. *Assist, as part of the project team, with the proper close-out of the construction, including final "walk-through" completion documents, contractor's preparation of maintenance manuals, coordination with your move-

in, record documents, and final payments.

*Actions are included in Phase M – Meetings & Communication.

D. Meetings & Communication (Phase M)

1. For meetings and communication described in phases above.

Construction Documents Phase E, 6 to 10 hours**, estimated.

Construction Contract Procurement Phase F, 6 to 10 hours**, estimated.

Limited Construction Contract Administration Phase G, 6 to 10 hours**, estimated.

**NOTE: Hour totals quoted above include travel time, if any.

III. SCHEDULE OF DELIVERABLES:

A. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the City of Camarillo Building & Safety Department within an estimated four to six (4-6) weeks from receipt of signed contract.

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

3. Revised drawings, documents and exhibits per City of Camarillo plan check corrections to be provided within two (2) weeks of receipt of corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

B. Construction Contract Procurement (Phase F)

1. Approximately four to six (4-6) weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

C. Limited Construction Contract Administration (Phase G)

1. Approximately two (2) months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

IV. FEE:

A. Our total fee for the Scope of Work outlined above is an estimated \$20,500 phased as follows:

II.A Construction Documents Phase E Fixed Fee \$ 8,500

- Estimated Fee (Section IV) for Phase E includes the following consultant fees:

Electrical Engineer \$ 1,500

Mechanical & Plumbing Engineer \$ 2,000

II.B Construction Contract Procurement Phase F Fixed Fee \$ 3,000

II.C Limited Construction Contract Phase G Time & Materials \$ 3,000

- Administration (For an estimated 2 months)
- Estimated Fee (Section IV) for Phase G includes the following

consultant fees:

Electrical Engineer	\$ 500
Mechanical & Plumbing Engineer	\$ 500

II.D Meetings & Communication Phase M Time & Materials (Estimated)	\$ 1,500
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* NOTE: Fee total does not include outside costs as noted in Item IV.D (Outside cost) below, which will be billed and due as described, or scope and hours exceeding the descriptions and amounts quoted in Section II (Scope of Work). Additional scope and/or hours will be provided for approval as noted in Item E (Scope changes) and F (Consultant) below.

B. A retainer will not be required in order for us to commence work.

C. You will be billed monthly for services performed and expenses incurred during the previous month and/or upon completion of deliverables, whichever comes first. Payment is due upon receipt of the invoice and is delinquent fifteen (15) days from the date of the invoice. A service charge on unpaid accounts will be billed at a compounded rate of 1.5% per month (18% per annum) commencing on the thirtieth (30th) day following the date of the invoice. Accounts that become overdue by more than sixty (60th) days, will have work suspended until the account is brought current.

Initial

D. All outside costs, services, and expenses, including without limitation, AIA documents, blueprinting, reproductions, deliveries, travel/mileage, etc. will be billed through us at a rate of cost plus fifteen-percent. Outside costs and expenses are not included in the fee. It is estimated costs could be \$1,000.00.

Initial

E. In the event the scope of work changes for any reason, we will notify you of that change and any additional services that will be required as a result. Any such additional services approved by you will be billed on a Time & Materials basis, based upon our current Rate Schedule.

F. The consultants' fees listed above by phase are assumed within normal ranges. Until the design is finalized, the consultants will be unable to provide their actual fee. Final consultant fees could be higher than what is shown. Any increase to the fees listed above will be provided to you for signature and/or authorization before we start work on the next phase.

V. EXCLUSIONS:

A. The following items will not be included in the Scope of Services, but may be available under separate contract:

1. Phased Services: Pre-Design & Programming (A), Schematic Design & Concept (B), Discretionary Permit Processing (C), Design Development (D) and Agency Processing other than those described above (H).
2. Permits or agency fees.
3. LEED certification or other specified sustainable building certification or program.
4. Fire sprinkler design, calculations, or approvals. This is assumed to be a design build item performed by the General Contractor, if needs to be upgraded.
5. Detailed electrical, mechanical, and plumbing drawings and calculations.
6. Book specifications.
7. On or off-site civil engineering or design services.
8. Structural engineering drawings and calculations.
9. Soils engineering or services.
10. All matters relating to hazardous or toxic materials including mold, fungi, or other similar microbial conditions.
11. Revisions or changes to the designs, drawings, or other portions of the work requested by you or others, once client approval has been given.
12. Services made necessary due to Client's decision to pursue variances to applicable codes and requirements.
13. Traffic, parking, drainage, noise, utility, environmental, and/or other studies.
14. Planning agency or other special approvals.
15. Neighborhood meetings.
16. Any observation during the construction of the project is only intended to determine the general conformance with the plans and is not a guarantee that the contractor has properly performed their work.

VI. SPECIAL REQUIREMENTS:

A. If the basic services covered by this letter have not been completed within eight months of the date of this letter, through no fault of ours, extended time for completion and fees charged will be subject to renegotiation.

B. If interruptions in the project occur and last more than three months, then a restart fee may be required.

C. The attached General Conditions are incorporated herein.

D. We may rely upon interpretations by consultants or other parties for the results of borings, surveys, or other tests or explorations in the performance of the Work. We shall not be responsible for incomplete or faulty tests or for variances in soil and other conditions at the site.

E. Owner/Client will provide accurate maps and/or plans setting forth the location of all property lines, buildings and structures and their components, subterranean structures and utilities. We will rely on the accuracy of documents acquired from you or your other consultants. We will not be responsible for omissions or incorrect data or for damage to subterranean structures or utilities resulting from

our reliance upon those plans or from nondisclosure of their existence or location.

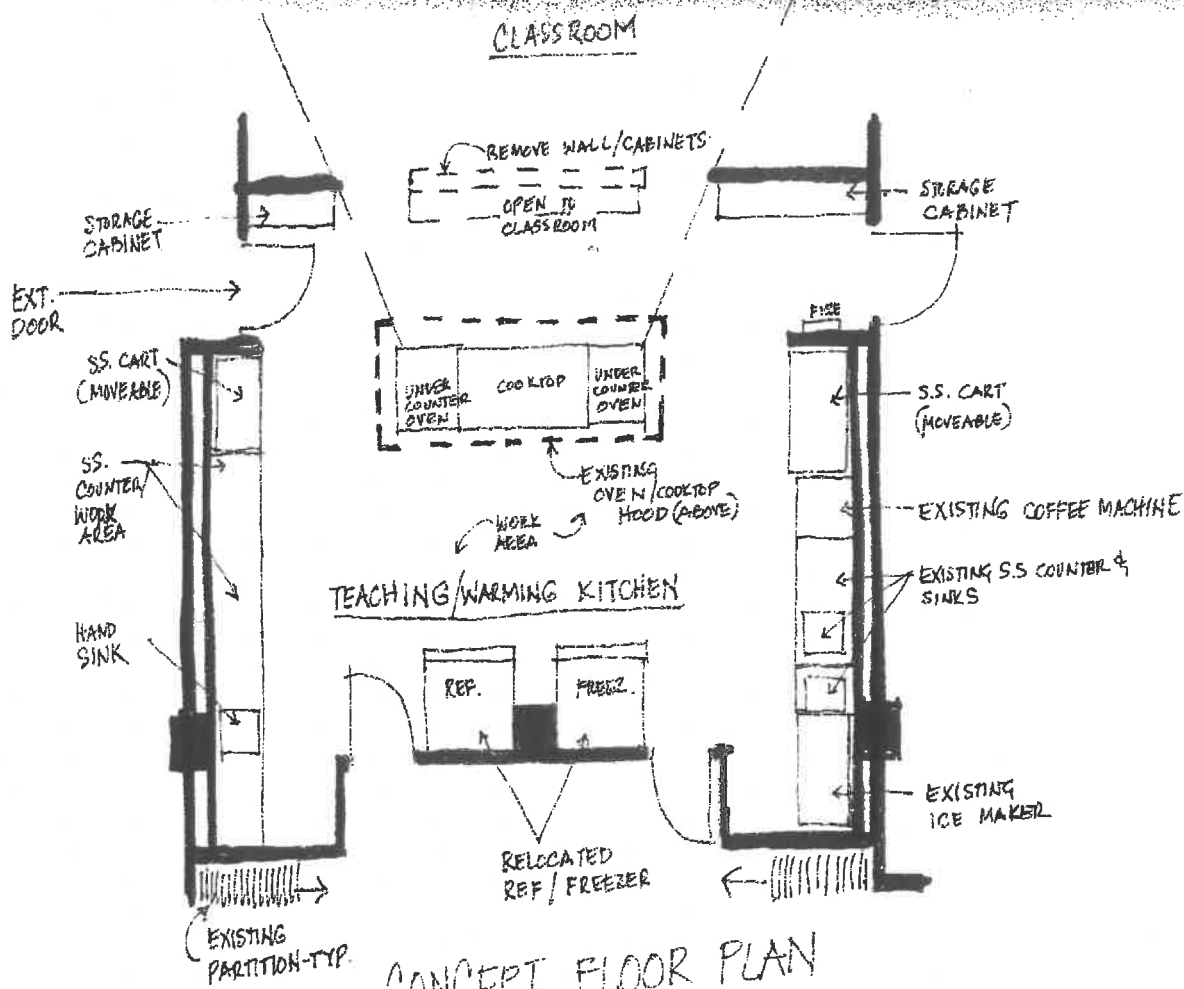
F. All instruments of service including but not limited to, reports, field samples and data, field notes, laboratory tests and data, drawings, specifications, calculations, estimates, and other documents prepared by us or our consultants in connection with the Project are, and shall remain the property of Lauterbach & Associates.

G. In the preparation for and performance of the Work, certain tests or inspections may be performed which may alter the appearance of the Project site or damage structures or improvements located at the Project site. Client agrees that Architect is not responsible and has no liability for any alterations or damage that may occur as a result of such tests or inspections.

H. We will need you to provide us with a current topographic map, boundary survey, and title report any existing drawings of building and agency bidding requirements and related documents for prevailing wage project in order for us to prepare our work.

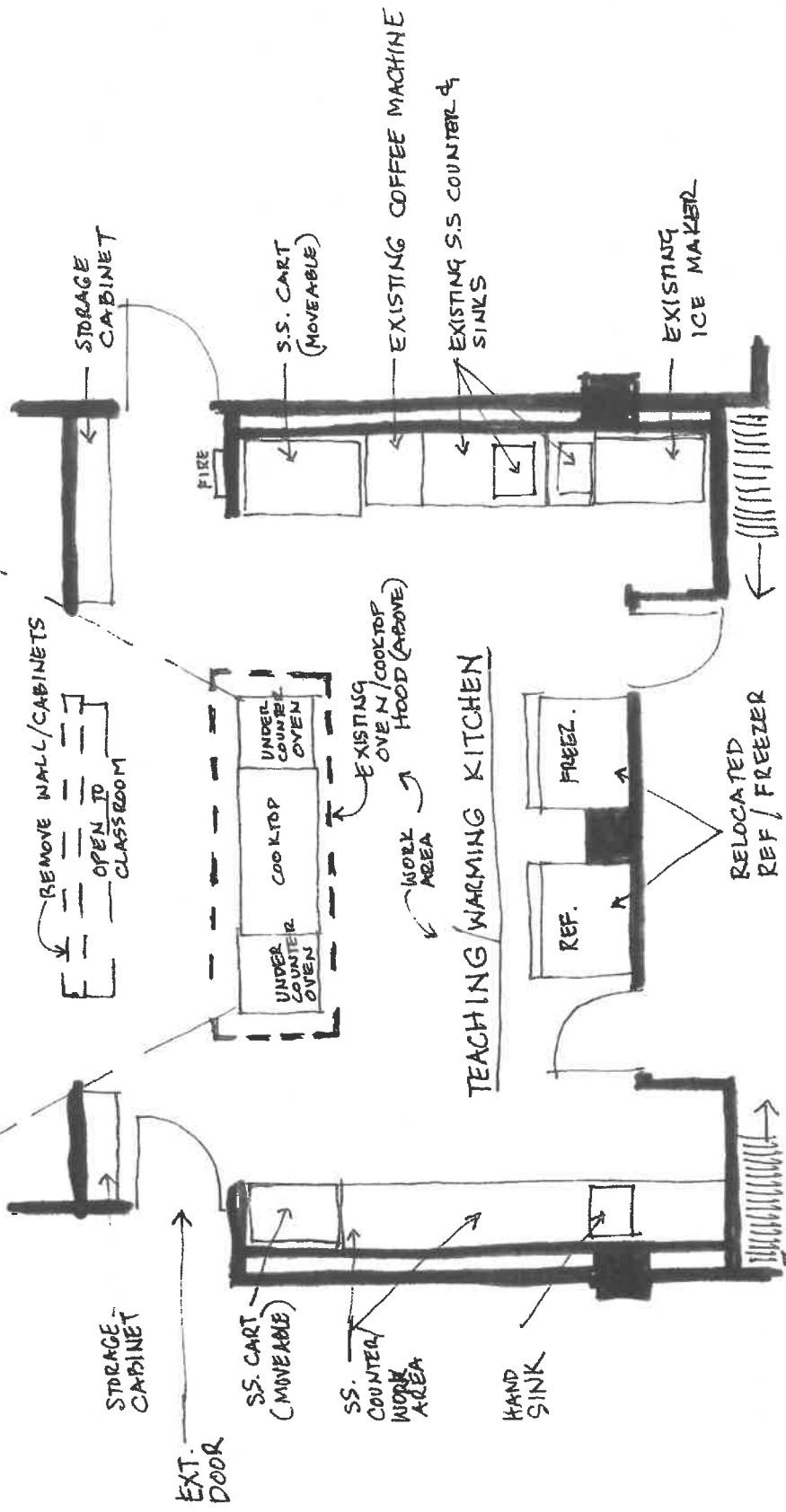
I. We require that you provide requested information and direction in a timely manner. Failure to do so will cause adjustments in the time it takes to complete documents, approvals, and/or administrative processes, and may delay the completion of the work.

DRAFT



CONCEPT FLOOR PLAN
 1/21/10

CLASSROOM



CONCEPT FLOOR PLAN

1/4" = 1'-0" ±

**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: October 7, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSAL SPECIFICATIONS FOR LANDSCAPE
MAINTENANCE OF THE PLEASANT VALLEY FIELDS
SPORTS COMPLEX**

SUMMARY

Pleasant Valley Fields was opened in January of 2010. This 55-acre sports park is one of the premier sports fields in Southern California with 34 playable acres. There are 3 softball fields and a combination of soccer fields depending on field sizes and layout.

BACKGROUND

In 2009 during the construction phase of the Pleasant Valley Fields Sports Complex, Staff evaluated several scenarios to properly maintain the 55-acre sports complex. After determining the expenses required for staff hours and equipment needs, a decision was made to consider contract maintenance as a viable alternative.

The initial evaluation identified contractual landscape maintenance of the site would result in a significantly lower cost to the District.

Upon the completion of the construction phase of Pleasant Valley Fields, at the regular board meeting of October 2009, the Board of Directors approved the Bid Specifications for Pleasant Valley Fields Landscape Maintenance and directed Staff to initiate the Request for Proposal process for the Landscape Maintenance of the site. Proposals were due October 17th, 2009 and staff received six viable proposals. On November 6th, 2009, with the Ad-Hoc Committee, Staff conducted interviews with the proposing landscape companies and Valley Crest was selected as the most qualified to carry out the landscape services for Pleasant Valley Fields. This decision was based on the company's experience, ability to "do the job," an understanding of turf management, and familiarity with turf equipment.

A special board meeting was held on November 17, 2009, where Staff recommended the Board review and approve the Professional Services Agreement between the District and Valley Crest Landscape Maintenance for landscape maintenance services at Pleasant Valley Fields. The Board unanimously voted in favor to authorize the General Manager to enter into a professional service agreement with Valley Crest Landscape Maintenance.

This initial agreement had a term of three (3) years with extension options. The original agreement was then amended and extended again with Valley Crest in 2014 with the addition of restroom janitorial services and a 4% overall contract cost reduction.

At the December 7, 2017 Board meeting, Staff recommended the District solicit Request for Proposals (RFP) to ensure the District was receiving the best benefits for the most competitive price. Staff placed an ad in the newspaper to notify prospective bidders that this service was going out to bid. Two (2) companies attended the required job walk but one (1) was disqualified for being late. Brightview, formerly known as Valley Crest, was the sole bidder and was respectively awarded the contract.

Since this park's inception, the District has seen costs go up and down drastically in ten (10) years. Some of the rising costs are attributed to prevailing wage labor rates, state-required minimum wage increases, and equipment and chemical (fertilizer) costs.

Below is a breakdown of the previous year's actual costs for a contractor to maintain Pleasant Valley Fields. This does not include District staffing cost.

YEAR IN CONTRACT	CONTRACT AMOUNT PER YEAR	EXTRA'S SOFTBALL FIELD SET-UP / TREE WORK YEARLY	TOTAL AMOUNT YEARLY
DEC 2012 NOV 2013	\$246,217	\$6,237	\$252,455
DEC 2013 NOV 2014	\$246,187	\$6,938	\$253,125
DEC 2014 NOV 2017 *negotiated a 4% price reduction plus cleaning the restrooms	\$236,521	\$9,375 * AVERAGE FOR 3 YEARS	\$245,896 *AVERAGE FOR 3 YEARS
MAR 2018/19	\$287,400	BASE PRICE	\$287,400
MAR 2019/20	\$301,530	BASE PRICE	\$301,530
MAR 2020/21	\$316,596	BASE PRICE	\$316,596

It is Staff's goal to initiate the bid proposal process immediately to allow for adequate time to receive and review proposals to provide the Board with a recommendation for bid award at the January 2021 regular board meeting.

ANALYSIS

During the development of this Request for Proposal for Pleasant Valley Fields Landscape Maintenance, staff evaluated the current landscape maintenance service contract and determined some specifications needed to be amended to satisfy current needs of the site. The minor but notable changes made are identified in the following table.

ITEM	CURRENT CONTRACT	NEW CONTRACT REQUIREMENT(S)
Turf Aeration x per year	Sports turf - 8x with coring tines Ornamental turf - 1x	Sports turf - 3x with coring tines Sports turf - 8x slicing w/ 6"-8" knives Ornamental turf - 1x
Fertilization x per year	Sports turf - 8x Shrubs & groundcover - 2x	The District installed a Fertigation system in 2020 that will fertilize when the turf and the groundcover are watered
Softball-Field Set-up, break down to how many times per month	As an addendum	Inclusive
Restroom cleaning	As an addendum	Inclusive

The attached RFP provides an opportunity for Landscape Maintenance contractors to submit proposals for the Pleasant Valley Fields project. The RFP as drafted requires the bidders to submit a complete package including but not limited to background, qualifications, references, work force, financial background, equipment capacity, and cost estimates for all aspects of the project. The RFP clearly indicates the District does NOT need to select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.

The all-inclusive hourly costs for contractual landscape maintenance services generally range from \$17.00 to \$30.00 per hour. Variables such as type of work, project size, and contract length along with profit margin and overhead will all impact hourly pricing.

FISCAL IMPACT

Approval of the RFP has no fiscal impact. It is anticipated that the contract award will be placed on the January 2021 Board meeting agenda for action.

RECOMMENDATION

It is recommended that the Board review and approve Request for Proposal specifications for the maintenance of the Pleasant Valley Fields Sports Complex Landscaping.

ATTACHMENT

- 1) Request for Proposal (62 pages)

EXHIBIT “A”

**SCOPE OF WORK AND TECHNICAL PROVISIONS
FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES**

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of 36 months beginning on February 15, 2021 and ending February 15, 2024.

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and [Sample] Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

1.2 BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools, and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

SCOPE OF WORK

2.1 Contractor shall provide at his own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- Hauling
- Dumping
- Fertilizers
- Insecticides
- Brick Dust
- Chemicals
- Mulch
- Seed
- Chalk
- **Cleaning the restrooms Seven (7) days a week.**
- Wood Chips
- Decomposed Granite
- Irrigation Controller Batteries
- Herbicides
- And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

2.2 Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:

- **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.
- **Hardscape Management:** routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, sidewalk.
- **Shrub/Pruning & Groundcover areas:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- **Tree Care:** lifting limbs, grid pruning, removal.
- **Irrigation – Operation, Programming and Maintenance;** includes parts and labor for daily irrigation and repairs.
- **Ball-diamond Maintenance:** off season maintenance, pre-season rehabilitation, sports period maintenance.
- **Building/Restrooms:**
 - DAILY janitorial cleaning before 8:00 am at all three (3) restrooms.
 - Cleaning toilets/urinals and sinks, routine trash removal including trash bags, stocking supplies washing out 7 times weekly.
 - Toilet paper and hand soap will be provided by the owner for contractor to install.
- **Park Amenities:** trash receptacles, bollards, benches, drinking fountains, tables.

2.3 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park's facilities.

These supplies and materials shall include, but are not limited to:

- (a) All necessary top dressing, mulch, seed, water surfactants and humectants, fertilizers, herbicides, fungicides, herbicides, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.
- (b) All parts necessary for the repair and proper maintenance of all irrigation systems.
- (c) All trash bags, (routine trash removal including trash bags and all

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cleaning materials used for cleaning of the restrooms,) Toilet paper and hand soap will be provided by the owner for contractor to install

TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve *world-class conditions* with little to no frustration on the part of the District or its residents.

The selected contractor will provide **MONTHLY REPORTS** documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Sunday, with the exceptions of Tournaments and Special Events. On occasion the District may direct workflow or projects to be performed as to not to interfere with park and facility activities.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. **Any measurements contained herein should only be used as an estimate.** Contractor is responsible for accurate measurement of the park, turf areas, landscape beds, volume of mulch etc. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
 - i. State of California Licensed Pesticide Applicator
 - ii. State of California Licensed Arborist
 - iii. Reclaimed Water Training

- iv. Licenses shall be provided with the contract and not later than 10 days after an employee change has been made.

Copies of the certifications should be included in the bid submittal as supplemental information.

3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, trash, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.
- C. Any variations to the schedule may arise due to the following issues:
 - i. Inclement weather conditions.
 - ii. Emergencies as designated by the District.
 - iii. Maintenance activities/noise may cause disruption
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

Inspection procedures:

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (i.e. turf appearance and health) and issues of concern. The Contractor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contractor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e.

irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contactor and District shall mutually agree as to the format of these monthly inspection reports. *The monthly invoice shall not be processed without the Monthly Report.*

- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards - meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and professionally sound way as to not create damage or cause exposure by virtue of negligence or omission.
- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.
- I. No live tree removal (including understory and shrubs in the existing

landscape or the surrounding “natural” area) shall take place without the permission (written or oral) of the District.

- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Tree and shrub values will be based on District’s assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body. *These records shall be provided to the District in the monthly reports.*
- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District’s opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than February 5, for the next contract year (3 bonds total).

3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, pre and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.
- B. All Turf: these areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
 - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.
 - ii. Soil should be tested for, but not limited to, soil PH, NO₃-N, Micronutrients, and Texture.
- D. Contractor shall provide a detailed comprehensive, environmentally sensitive **TURF ACTION SCHEDULE** using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the park.
 - i. The Turf Action Schedule shall be reviewed and mutually agreed to by the District prior to implementation.
 - ii. The Turf Action Schedule shall be due to the District no later than one month after the sample was taken of each contract year.
 - iii. Plan shall outline the chemical type, analysis, timeline for application, and intended application rates.
 - iv. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- E. There are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid.
- F. Turf Fertilization: Pleasant Valley Fields Sports Complex primarily uses a liquid fertigation system to distribute fertilizer to the turf. Liquid fertilizer is applied to the turf daily. Application of formulas and rates shall be at a rate corresponding to climate, soil type and conditions, and cultural requirements of the turf species. The contractor is required to provide and deliver a pre-approved liquid fertilizer in advance to the site. The site is equipped with two (2), five hundred (500) gallon fertilizer tanks. The contractor shall maintain an adequate level of material in each tank at all times. The turf may require additional applications of fertilizers and/or additives accomplished using a rotary and/or drop spreader.

- G. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- H. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- I. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance
- J. All turf is to be litter, debris, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.
- K. Sports Turf (Bermuda) shall be mowed approximately 104 times at a height of (5/8) inches per year (typically twice a week during growing season and one time a week during winter months) At Districts discretion. This mower shall be used only at Pleasant Valley Fields.
- L. Non-Sports Turf areas shall be cut with a reel mower to maintain a consistent year-round height of 2-3” for Tall Fescue. This mower shall be used only at Pleasant Valley Fields.
- M. Alternating mow pattern is necessary to reduce “tracking.”
- N. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences to include clumping or piles of grass.
- O. Top Dressing shall be applied once per year with a mixture of 80% screened sand and 20% organic matter applied at a 1/4 inch deep.
 - i. Cycle 1- November
- P. Core aeration shall occur a minimum of three (3) times per year at a depth of 6” and then mat drag all cores throughout. Knife aeration shall be done eight (8) times a year.
 - i. Core aeration shall occur in the months below
 - 1. Cycle 1- April
 - 2. Cycle 2– June
 - 3. Cycle 3- November
- Q. Aerations are to be serviced with a PTO powered aeration attachment such as a Pro Core.
- R. Each aeration and top dress service cycle shall not exceed 2 weeks in total.
- S. Renovation: post-soccer season top dressing shall occur one (1) time per year on a schedule approved in advance by the Parks Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally, Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

- T. Thatch Removal: The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one (1) time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal shall be performed with a power-driven thatching/verti-cutting knives. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. Over seeding and topdressing shall be required at the Contractors expense where thinning of sod has occurred. The Parks Services Manager shall determine the top-dressing and seed application rate.

3.6 HARDSCAPE MANAGEMENT

(routine sweeping, litter and trash removal, and pressure washing)

- A. Cracks in Hardscape areas – apply herbicide as needed to control weeds in hardscaped areas, i.e. interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite- apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.
- D. Blowing- Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite)
- E. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- F. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

3.7 INSECTICIDE SPECIFICATIONS

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects year-round.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.

3.8 HERBICIDE SPECIFICATIONS

- A. The herbicide program shall maintain weed free which includes, but not

limited to, other invasive crop damaging weeds.

- B. The re-entry restriction or time interval is 24 hours from time of application for all herbicides.
- C. A Pre- Emergent herbicide shall be applied a minimum of two (2) times per year according to the label, however the first application shall be made no later than March 15 of each contract year.
- D. Post emergent applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- E. Herbicide cost should be figured into the base bid.
- F. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.

3.9 DISEASE CONTROL SPECIFICATIONS

- A. The disease control program shall maintain turf that is free of diseases which includes, but is not limited to, Poa, Horseweed, Crabgrass, Pythium fungus, root fungus and other crop damaging diseases. Preventative applications as well as reactive applications should be included in the base bid.

3.10 PARK PROCEDURES

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- B. All turf is to be litter, debris, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance
- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences.

3.11 PRUNING

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning.

Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.

- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed immediately. Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs greater than 7' feet or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed on as needed to result in a smooth, manicured appearance, at no additional cost.
- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural" areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities
- J. Tree stakes will be maintained to achieve their intended purpose. Stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.
- K. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.

3.12 MULCHING

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.
- C. Mulch shall NOT be installed within 12 inches of any building.

3.13 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and *weeds*. *Weeds*

sprayed with herbicide must be manually removed after brown out. All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year)

- B. "Natural" areas are to remain in their natural native conditions with the exception the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the by the District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

3.14 IRRIGATION

- A. A licensed irrigator(s) shall provide inspections to the irrigation systems.
- B. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis during the irrigation season. Adjustments to heads shall be made at no additional cost to the District. Weekly inspections reports shall be submitted with the monthly invoice.
- C. Breaks, leaks, and malfunctions of unknown and uncontrollable sources will be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- D. Cost for material, supplies and equipment for repairs will be billed at cost plus an additional mark-up percentage as identified in the bid tabulation. A verification of cost of materials (wholesale price) shall be provided for any and all materials, supplies and equipment.
- E. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the District. Upon approval of the District, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the District.
- F. All irrigation repairs will be made with Rainbird and Hunter products (or an approved equal).
- G. Emergency calls regarding broken or malfunctioning sprinkler heads, lines or controllers shall be answered immediately by the Contractor if a condition exists in which water is running freely or in which the District

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requests immediate attention for safety reasons.

- H. Contractor shall notify the District of system malfunction via email or phone call within 24 hours of the problem.
- I. Contractor shall assist the District with as needed system shutdowns due to random events, natural disasters, or related events. This service is included in overall contract price
- J. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park. Irrigation controllers will be shared with the Sports field Mowing Contractor. Ownership of Repairs to the Controller will be at the discretion of the District.

3.15 JANITORIAL SERVICES

- A. Restrooms to be cleaned daily.
- B. All surfaces in restrooms to be disinfected and wiped down daily.
- C. Floors to be mopped with disinfectant daily.
- D. Paper products and soap to be stocked as needed.
- E. Walls to be wiped down and disinfected as needed
- F. Graffiti and vandalism to be reported to the District immediately.

3.16 TRASH/LITTER REMOVAL

- A. **Pleasant Valley Fields**-Trash/Litter removal shall occur on Friday, Saturday, Sunday and Monday, two hundred and eight (208) times per year prior to 9:30 am except on Tournament weekends when trash will be emptied on a as needed basis
- B. Contractor shall assure a complete and thorough removal of all trash, debris, and litter. Trash/Litter removal includes, but is not limited to, the removal of all visible trash from park areas and emptying park trash cans. Micro Litter detail (i.e. cigarette butts, bottle caps, bits of paper) should be performed once weekly (52) times per year on Fridays
- C. All trash/litter shall be removed and placed in the provided dumpsters on site at the District expense.

3.17 EMERGENCY CONTACT

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide assistance and support in time of large (i.e. earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

3.18 ADDITIONAL SERVICES:

This work is to be completed in addition to the contract at the discretion of the District, on an as needed basis, based on The Supplemental Unit Cost Form.

- A. Trash Removal-Contractor shall assure a complete and thorough removal of all trash, debris and litter as identified in the Trash Removal standard all trash/litter shall be removed and placed in the provided dumpsters.
- B. Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments on a per hour basis.
- C. Top Dressing- Contractor shall provide a per 1,000 square foot cost of 80% screened sand with a 20% organic matter applied at a 1/4 inch deep
- D. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- E. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- F. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- G. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- H. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- I. Core Aeration- Core aeration to a depth of 6" and then mat drag all cores throughout areas that have been aerated
- J. Mulch- Contractor will provide a per yard price with installation to install non-colored hardwood mulch at rate of 3" depth where specified.
- K. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- L. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- M. Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.
- N. Reel Mowing- use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per square foot per occurrence basis

- O. Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis
- P. Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis per year basis.
- Q. Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis
- R. Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2021 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of previous contract year and must be approved by the District.

SPECIAL REQUIREMENTS

4.1 DEFICIENCIES:

Notices and penalties for non-performance are set forth as follows:

- A. Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
 - a. **Performance deficiency**: Examples include failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.

- b. **Failure to comply with minimum District-defined manpower requirements:** Deduction of \$100 per employee per workday.
- c. **Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative:** May result in a deduction of up to \$250 per instance per workday.
- d. **Failure to protect public health and/or correct safety concerns:** These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- e. **Failure to comply with water restrictions imposed by the Water Authority:** May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- f. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction

4.2 FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such an event, contract services may be suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

End of Park Maintenance Specifications

(continued)

SUBMISSION OF BID

Sealed Bids should be submitted by December 4, 2020 at 10:00 am

Pleasant Valley Recreation and Park District

Attn.: Bob Cerasuolo, Park Services Manager

1605 E. Burnley St. Camarillo CA 93010

Bids received after the above date and time will not be considered.

Note: Fax or emailed bids will not be accepted

EXHIBIT "B"

BID TABULATION & PROPOSAL FORMS

The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below which shall not be increased. Should the District exercise its optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term, which must be memorialized in an amendment to this Agreement.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

BID TABULATION FORM

	<u>ITEM COST PER MONTH YEAR ONE</u>	<u>ITEM COST PER MONTH YEAR TWO</u>	<u>ITEM COST PER MONTH YEAR THREE</u>
Park/Facility Landscape Maintenance:			
Softball Field Set-up/ Drag, Water and Line (based on an average of 26 times a month from Feb-Nov):			
Janitorial 7 days a week (excluding Holidays that the contractor takes off):			
Annual TOTAL:			
	THREE (3) YEAR COMBINED GRAND TOTAL:		

SUPPLEMENTAL UNIT PRICE FORM

a.	Weekend Trash During Soccer Season and Tournaments	\$ _____ /per day
b.	Drag, Water and Line softball fields months of Feb-Nov average 26+ - times per month	\$ _____ /per day
c.	Janitorial 7 days	\$ _____ /per day
d.	1 Man Crew Rate	\$ _____ /hour
e.	2 Man Crew Rate	\$ _____ /hour
f.	Tractor with Operator	\$ _____ /hour
g.	Tractor Mowing	\$ _____ /acre
h.	Topdressing	\$ _____ /per 1,000 sq. feet (1/4" thick)
i.	Stump Removal	\$ _____ /stump (all sizes)
j.	Tree Removal	\$ _____ /tree (6 inch-15-inch DBH)
k.	Tree Removal	\$ _____ /tree (16 inch-22-inch DBH)
l.	Tree Removal	\$ _____ /tree (23-inch DBH)
m.	Fertilization Turf areas	\$ _____ /1000 sq ft
n.	Fertilization Shrub areas	\$ _____ /1000 sq ft
o.	Ground Cover (planter beds)	\$ _____ /1000 sq ft
p.	Herbicide pocket Gophers /Ground Squirrels	\$ _____ / sq ft
q.	Thatch Removal	\$ _____ / per acre
r.	Turf Renovation (site prep, seeding and top dressing	\$ _____ /per acre
s.	Weed Control	\$ _____ /per acre
t.	Weed Control	\$ _____ /1000 sq ft
u.	Core Aeration pto driven /drag the cores	\$ _____ /sq ft
v.	Solid Tine Aeration using 1/2 tine	\$ _____ /sq ft
w.	Reel Mowing	\$ _____ /sq ft
x.	Rotary Mowing	\$ _____ /sq ft
y.	Turf Edging and Trimming	\$ _____ /linear ft
z.	Irrigation Repair	\$ _____ /hour
aa.	Irrigation- Furnish and Install 1" brass valve	\$ _____
bb.	Irrigation Valve 1 1/2 Brass	\$ _____
cc.	100' of Trench 18" deep	\$ _____
dd.	Hybrid Bermuda Sod (GN-1)	\$ _____ /per 500 sq. feet
ee.	Fescue Sod	\$ _____ /per 500 sq. feet
ff.	Pressure Washing	\$ _____ /sq ft
gg.	Pruning Vegetation and Trees	\$ _____ /hour

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
at Pleasant Valley Fields—Spec. 21-01

hh.	1 Gallon Plant	\$ _____ /each
ii.	5 Gallon Plant	\$ _____ /each
jj.	15 Gallon Plant	\$ _____ /each
kk.	Flat of Ground Cover	\$ _____ /each
ll.	Flat of Groundcover (Annuals)	\$ _____ /each
mm.	Flat of 4" Potted Annuals	\$ _____ /each
nn.	15 Gallon Tree – Standard Trunk	\$ _____ /each
oo.	15 Gallon Tree – Multi Trunk	\$ _____ /each
pp.	24 Gallon Standard Trunk	\$ _____ /each
qq.	Supervisor day to day operations	\$ _____ /hour
rr.	Maintenance Worker	\$ _____ /hour
ss.	Irrigation Specialist	\$ _____ /hour
tt.	Pesticide Operator	\$ _____ /hour
uu.	General Labor	\$ _____ /hour
vv.	Equipment Operator (mower, Tractor, Dump Truck etc.)	\$ _____ /hour

Company Name

Witness Name

Signed

Signature

Date: _____

City, State, Zip Code

BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of 36 months starting February 15, 2021 and extending until February 15, 2024, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

SUBMITTED TO:

Pleasant Valley Recreation and Park District
Attention: Bob Cerasuolo Park Services Manager
1605 E. Burnley St., Camarillo, California 93010

SUBMITTED BY:

(Legal Name of Company, Corporation or Joint Venture)

(Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

	Monthly Cost	Yearly Cost (12 Months)	Contract Cost (36 months)
Park Maintenance (1yr)	\$ _____	\$ _____	
Park Maintenance (2yr)	\$ _____	\$ _____	
Park Maintenance (3yr)	\$ _____	\$ _____	\$ _____

In the event of a conflict between unit price and item total, unit price will govern.

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
at Pleasant Valley Fields—Spec. 21-01

It is understood and agreed that, if awarded the contract(s), the proposed work shall be started February 15, 2021.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **60 days** following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. 1 _____
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____
Addendum No. 5 _____
Addendum No. 6 _____

By: _____ (Witness)

Seal (If Bidder is a Corporation)

Signed

By: _____

Title: _____

Date: _____

By: _____

Secretary of Corporation

City, State, and Zip Code

Telephone Number

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
at Pleasant Valley Fields—Spec. 21-01

EXHIBIT "C"

LIST OF BIDDER'S QUALIFICATIONS (Required with Bid Submittal)

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. *This statement must be notarized.* If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder _____

2. Permanent main office address _____

3. If a corporation, where incorporated _____

4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?

5. Are you licensed as a contractor in the State of California? Yes _____ No _____ If "Yes", please provide contractor numbers?

6. Please provide the current number of employees that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.

7. Describe the current type of work performed by your firm?

8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.

9. Has your firm ever failed to complete any work awarded to you?
Yes, ___ No ___ If "Yes", where, and why

10. Has your firm ever defaulted on a contract?
Yes ___ No ___ If "Yes", where, and why

11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, or golf-maintenance.

Firm Name	Contract Value	Contact Information
-----------	----------------	---------------------

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

12. Are any lawsuits pending against you or your firm currently?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

13. Have any charges been filed against you or your firm or the bidding entity with the California Office of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

14. Provide bank reference _____

15. What are the limits of your firm's public liability? DETAIL.

16. What is your firm's bond limitations? _____

17. Please provide a detailed financial statement for your firm with the bid submittal.

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the District in verification of the recitals composing this Statement of Bidder's Qualifications.

DATED AT _____, this _____ day of _____ 2020.

(Name of Bidder)

By: _____
(Signature)

Title: _____

STATE OF _____

COUNTY OF _____

Sworn/Subscribed to before me personally appeared _____ on this _____ day
of _____ 20__.

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION. (NOTE ALL TURF MOWERS ARE TO REMAIN AT PLEASANT VALLEY FIELDS)

PROPOSER'S NAME _____ COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE NUMBER _____

BUSINESS E-MAIL ADDRESS _____

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make, and model year. Use additional sheets if necessary.

Date: _____

SIGNATURE OF CONTRACTOR

Name: _____

Title: _____

State Contractor's License #: _____

EXHIBIT "E"
STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME

COMPANY NAME

BUSINESS ADDRESS

BUSINESS TELEPHONE NUMBER

BUSINESS EMAIL ADDRESS

Proposer shall describe in full their plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages, as necessary.

SIGNATURE OF CONTRACTOR

DATE

NAME

TITLE

STATE CONTRACTOR'S LICENSE #

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

EXHIBIT "F"

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

WHEREAS, the Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Principal 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 Principal, 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: _____	BY: _____
(PRINCIPAL SEAL)	(PRINCIPAL SEAL)

EXHIBIT "G"

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

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

NOW, THEREFORE, we the undersigned Principal 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 Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fail 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 Principal 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

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at
Pleasant Valley Fields—Spec. 21-01

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)

EXHIBIT "H"



*Pleasant Valley Recreation & Park District
Park Safety and Maintenance Checklist*

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

S	M	T	W	TH	F	S

INSPECTOR: _____ DATE: _____

Item to be Checked <small>(Use the following page to record a brief description of the necessary repairs)</small>	OK	Deficiency Noted	Date Corrected
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned			
Walkways			
1. Even walking surface, clear of debris			
2. Raised concrete or asphalt			
Tree Condition			
1. Low hanging branches / dead limbs			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No rust spots, or holes			

H-1

Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not protruding			
Contractor / Landscape: note items not taken care of			
OTHER CONCERNS: (List them on a back sheet of this paper)			
1. No Concerns			
2. Problem Fixed			
3. Potential Concerns			
4. Broken / Degraded			
5. Work Order Generated			
6. Requires Immediate Attention			

SAMPLE

Exhibit "I"

FINANCIAL INFORMATION:

PROPOSER

- 1) Name of Proposer _____
- 2) Address of Proposer _____

- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or _____ Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full _____
2. Address _____
3. Birth date _____ Place of Birth _____
4. Social Security No. _____
5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No. and state driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in California?
Yes No If so, as of what date? _____
4. The corporation is held: Publicly Privately
5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____
2. Joint Venture Agreement or Statement recorded? Yes No
- | | | | |
|------|------|------|--------|
| | | | |
| Date | Book | Page | County |
3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. Name and address of each Joint Venturer:

Name	Address

5. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

EXHIBIT "J"

LISTING OF SUBCONTRACTORS (Required with Bid Submittal)

Subcontractor 1- Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Subcontractor 2-Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Subcontractor 3-Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Exhibit "K"

SAMPLE

**PLEASANT VALLEY RECREATION AND PARK
DISTRICT CONTRACT SERVICES AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____ 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation ("District"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency having jurisdiction.

1.4 Licenses Permits Fees and Assessments. Contractor 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. Contractor 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 Contractor'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.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and

necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the period (s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, 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 Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall

Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents, or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint ventures or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

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

(b) 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 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better

unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and 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 Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor 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, Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor

may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. 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.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorney' 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.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. 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 financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. 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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 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 have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION & PARK
DISTRICT,
a municipal corporation

By _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]

PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE AND JANITORIAL SERVICES
FOR PLEASANT VALLEY FIELDS SPORTS COMPLEX
SPECIFICATION NO. 21-01



RFP RELEASE DATE:

OCTOBER 8, 2020

PROPOSALS DUE:

Friday, December 4, 2020

By 10:00 A.M.

DELIVER PROPOSALS TO:

Administrative Office

Pleasant Valley Recreation & Park District

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

PLEASANT VALLEY RECREATION & PARK DISTRICT

NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES AT PLEASANT VALLEY FIELDS

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance and janitorial services for Pleasant Valley Fields Sports Complex per the attached Proposal Terms and Conditions and Specifications.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: www.pvrpd.org.

INSTRUCTIONS TO BIDDERS:

1. **SEALED** bids, addressed to District Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: Bob Cerasuolo, Park Services Manager must be received at the above address no later than December 4, 2020 10:00 a.m. for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park maintenance at the specifications and standards in these bid documents.
 - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
 - Sealed envelopes shall be clearly marked on the outside as follows: **2021-2024 PV Fields Park Maintenance Bid** with the name of the submitting Vendor in the upper left-hand corner of the envelope.
2. Addendum. All questions must be emailed only and must be received by November 18, 2020, at 5:00 p.m. Only answers issued by Addenda will be binding. All addenda will be published / posted on the District Pleasant Valley Recreation and Parks website <https://www.pvrpd.org/>

3. Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.
4. The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.
5. The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
6. All companies bidding on this project must include the information outlined in the **ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST** such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements and other items requested in this bid document.
7. Any resulting contract is subject to Award of Bid and approval by the District Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is February 20, 2021 through February 15, 2024. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
8. **ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.**
9. Contractor is required to provide the District a performance bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).

10. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Friday, December 4, 2020 at 10:00 a.m.**
- No late proposals will be accepted.
- **Please note that the District offices are closed due to the COVID- 19 virus. The office hours are from 8:00 am to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Please knock on the door or make an appointment for time delivered and we will stamp them.**
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St., Camarillo, CA 93010

- Bids received after the above date and time will not be considered. **Please note that FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from February 15, 2021 to the termination date of February 15, 2024 with the option to renew for up to a maximum of two (2) additional two (2)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option,

for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of sixty (60) days after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (IOC, 18A, 18C)] for Ventura County. Refer to <https://www.dir.ca.gov/oprl/dprevagedetermination.htm> for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775.) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §1860 and §3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Designee on **Thursday October 29, 2020 at Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **9:30 am** at the parking lot located at the western end of the park.

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall carefully examine each site of the proposed work and the contract documents herein. It will be assumed that the contractor 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 and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, 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 deliver these documents by the time of execution of the agreement 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, the District shall contact the bond company to verify the bond's validity.

1.15 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.16 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license, A D.I.R number, State of California C-27 landscape Contractor's license and a pesticide applicators/operators' certificate** for the duration of the contract.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
LANDSCAPE MAINTENANCE SERVICES at PLEASANT VALLEY FIELDS**

GENERAL REQUIREMENTS

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
2. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
4. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
5. The fee proposal shall be submitted in a separate, sealed envelope.
6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided landscape maintenance services during the past **five (5) years**. Said list shall include the current name and telephone number of the proposer's contact person.

***NOTE:** A proposer must have a current (within past two (2) years) landscape maintenance service contract with a municipality or special park district of equivalent

size and equivalent landscape services *INCLUDING* specialized sports turf maintenance, and/or golf course maintenance to be deemed a qualified company.

7. Proposals shall include a list of ALL equipment that will be used for landscape maintenance used exclusively at Pleasant Valley Fields.
***NOTE: ALL TURF MOWERS ARE TO REMAIN AT PLEASANT VALLEY FIELDS.** The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.
8. Proposals will be evaluated based on:
 - a. Qualifications of the Proposer
 - b. References
 - c. Proposed Fee - The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
 - f. Experience in landscape servicers for similar sized projects.
 - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
11. The District is not obligated to award a contract and reserves the right to reject all proposals.
12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully

as it contains many details and requirements not set forth in these General Requirements or elsewhere.

13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.
14. The contract shall commence February 15, 2021 and end on February 15, 2024 with annual renewal options as described above.
15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff's recommendation for contract award, all contact with the District shall be through:

Bob Cerasuolo

Park Services Manager

Pleasant Valley Recreation and Park District

1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 301

bobc@pvrpd.org

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall carefully examine the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal:

1. General Requirements (signed)
2. Already have a D.I.R (Department of Industrial Relations) number
3. Proposal and Proposer's Certification(s)
4. List of Qualifications (References' List)
5. List of Equipment
6. Statement of Transition Plan

7. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)
8. Labor and Material Bond
9. Financial Information
10. List of Subcontractors
11. Schedule of Holidays off

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.

SIGNATURE: Electronic Signatures Acceptable

DATE: Click or tap here

NAME (PRINT): ENTER FIRST AND LAST NAME

TITLE: Click or tap here to enter text.

COMPANY: Click or tap here to enter text.

COMPANY ADDRESS: Click or tap here to enter text.

DIR #: Click or tap here to enter text.

CONTACT PERSON: Click or tap here to enter text.

PHONE NUMBER: Click or tap here to enter text.

EMAIL: Click or tap here to enter text.

(CHECKLIST ON NEXT PAGE)

PROPOSER'S CHECKLIST

These items are to be turned in with your sealed bid or proposal.

General Requirements - <i>Signed</i>	
D.I.R. (Department of Industrial Relations) Number	
Proposal & Bid Tabulation Forms (Exhibit B)	
List of Qualifications Form (Exhibit C)	
List of Equipment Form (Exhibit D)	
Statement of Transition Plan (Exhibit E)	
Faithful Performance Bond (Exhibit F)	
Labor & Material Bond (Exhibit G)	
Financial Information (Exhibit I)	
List of Subcontractors – <i>if needed</i> (Exhibit J)	
Schedule of Holidays Off (format of your preference is acceptable)	

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

**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: October 7, 2020

**SUBJECT: CONSIDERATION AND APPROVAL TO EXTEND
THE LANDSCAPE MAINTENANCE SERVICE
CONTRACT BETWEEN THE DISTRICT AND
NATURAL GREEN LANDSCAPE INC.**

SUMMARY

Currently, the District has a maintenance contract that requires the contractor to maintain 25 park sites that include the following items: turf, tree clearance and shrubs, clean walkways, and empty trash cans. This service is provided on a weekly basis, Monday through Friday. Additionally, the contractor provides herbicide chemicals as needed for weed abatement and management.

BACKGROUND

In FY2008-2009 the District re-allocated funding from vacant Grounds positions to Professional Services and has continued this model. The original budget of \$115,720 was for basic weekly landscape maintenance services for fifteen (15) of the District's twenty-seven (27) parks. Utilizing a blend of in-house and contractual support helped increase both service delivery and quality of standard maintenance in the parks.

Staff evaluated the current landscape contract specifications and modified them to better suit the District's needs, allowing budgeted funds to be stretched to include more sites. In July 2013, the modified contract identified 25 sites for maintenance which were utilized in the Request for Proposal (RFP) process. Quality Landscape Care was the selected contractor for the level of service requested. In November 2015, staff initiated a two (2) year contract extension with a budget of \$162,360 (or \$13,333 monthly) for landscape maintenance services with Quality Landscape Care at twenty-five (25) District sites.

At the October 2017 board meeting, staff recommended the District solicit a Request for Proposals (RFP) and at the February 2018 board meeting, Natural Green Landscape Inc. was awarded the contract for twenty-five (25) of the District's twenty-eight (28) parks. Staff has observed the service and maintenance levels that are being performed by the contractor and is recommending the Board exercise the contract option to renew for up to two (2) additional years. To exercise its extension option, the District may give the Contractor written notice of

its election to exercise the option at least 90 days prior to Agreement expiration. This contract will expire February 15, 2021 unless the District and Natural Green Landscape Inc. agree to extend the contract for an additional two (2) years with District Board approval.

ANALYSIS

Over the course of the contract District staff has worked well with the Natural Green Landscape’s team to successfully maintain our parks at a high standard. Natural Green has also maintained professionalism in the quality of their work, image, and condition of equipment reflecting the District in a positive fashion.

In September 2020 staff evaluated the Landscape Maintenance Contract with Natural Green and the current market. The effects of the Minimum Wage rate and the prevailing wage rates have increased business costs. For these reasons staff was concerned that if the District went out to bid, the contract for landscape maintenance could come at a much higher rate than they were reported two (2) years ago based on today’s market.

Staff has been in verbal discussions regarding contract extension and negotiating for the services identified in the original landscape contract to Natural Green Landscape Inc. Natural Green stated that their company could only entertain the option to extend the contract for a 2% price increase. The current yearly cost for maintenance on 25 parks is \$188,376 or \$15,698 monthly. Natural Green has raised their rates by 1% per year for the last 3-year contract period. With a 2% annual increase, the cost for the extended contract would rise \$3,767 for year 1 and \$3,842 for the second year, for a total of \$7,609. The District allocated \$188,376 for the fiscal year 2020/21 for the maintenance of the 25 parks.

	ANNUALLY	MONTHLY	DIFFERENCE
CURRENT CONTRACT AMOUNT	\$188,376	\$15,698	
PROPOSED YEAR 1 ADD 2%	\$192,143	\$16,011	\$3,767
PROPOSED YEAR 2 ADD 2%	\$195,985	\$16,332	\$3,842
FOR A 2 YEAR TOTAL	\$388,128		\$7,609

This approach has proven to be of benefit here for the District, allowing for a significant number of park facilities to be maintained by the contractor, reducing weekly routine mowing and other miscellaneous landscape duties, and allowing District staff the opportunity to pursue projects that otherwise would not be completed. Based on the success of the program, staff is recommending that the District continue contractual maintenance services.

FISCAL IMPACT

At the time, the FY 2020-21 budget was adopted, the Assessment District had a revenue over expense total of \$7,046. With the change in the contract, the excess funds will decrease by \$1,252 changing the revenue over expense to \$5,794. This action will require a budget adjustment to expense line 20-00-470-000-6720 of \$1,252.

RECOMMENDATION

It is recommended that the Board approve the extension of the landscape maintenance services contract between the District and Natural Green Landscape Inc.

ALTERNATIVE OPTIONS:

Board may choose to not take the recommended action on this item. The alternative actions available are:

- Have staff initiate a Request for Proposal and extend the current contract for one (1) month or until the RFP process is finalized.
- Allow the contract to expire and to initiate District staff to maintain all park sites. This action would require the District to invest in both capital outlay for equipment as well as additional staffing.
- Allow the current contract to expire (February 15, 2021) and initiate a Request for Proposal (RFP) for contractual services. The impact would be a time delay which would require Natural Green Landscape Inc. to maintain the parks on a month-to-month basis.

ATTACHMENT

- 1) Current Contract (51 pages)
- 2) Contract Extension (1 page)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Landscape Maintenance Contract No.18-01

CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of March, 2018, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and Natural Green Landscape (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor 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. Contractor 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 Contractor’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.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor,

incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Five hundred sixty one thousand nine hundred twenty eight dollars (\$ 561,928) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, 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 Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than February 28, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Gilbert Zaragoza is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor 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) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.
- (b) 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 per accident for all covered losses.
- (c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident

combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

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

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and 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 Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor 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, Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. 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.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or

validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 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.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. 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 financial interest or the financial interest of any

corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. 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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District office. Accordingly, should the District General Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District General Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 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 have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND PARK
DISTRICT,
a municipal corporation

By: *Ma Malley*
Board Chair

ATTEST:

Ally Miller
District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel
Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: *Gilbert Zaragoza*
Name: [insert name here]
Title: [insert title] *president*

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"
SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

1. Adolfo Park – N. Adolfo/Alemendro
2. Arneil Ranch Park– 1301 Sweetwater Avenue
3. Birchview Park – 5564 Laurel Ridge Lane
4. Bob Kildee Park – 1030 Temple Avenue
5. Calleguas Creek Park – Avenida Valencia/Via Jacara
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.
7. Carmenita Park – Carmen/Sevilla
8. Charter Oak Park – 325 Charter Oak Drive
9. Community Center Park – 1605 E. Burnley St.
10. Dos Caminos Park – 2198 N. Ponderosa Rd.
11. Encanto Park – Blanco/Encanto
12. Eldred Lokker Park – 848 Vista Coto Verde
13. Foothill Park – 1501 Cranbrook St.
14. Heritage Park – 1630 Heritage Trail

15. Laurelwood Park – 2127 Dexter St.
16. Mel Vincent Park – 668 Calistoga Rd
17. Mission Oaks Park – 5501 Mission Oaks Blvd.
18. Nancy Bush Park – 1150 Bradford Ave.
19. Pitts Ranch Park – 1400 Flynn Rd.
20. Springville Park – Tierra Santa/Via Zamora
21. Trailside Park – 5462 Cherry Ridge Drive
22. Valle Lindo Park – 89 Aileen Street
23. Woodcreek Park – 1200 Woodcreek Rd.
24. Woodside Park – 247 Japonica Ave.
25. Quito Park – 7073 Quito Court

- Turf Management (weekly; mowing, trimming, fertilizing)
- Hardscape Management (routine blowing, litter and trash removal,
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Weed Abatement and Trash Receptacles (once a week)

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, planter areas, trees, shrubs, surface in the play equipment, weeds, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Appendix 1 – “Facilities Descriptions”.

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The District will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Parks Yard or on other District-owned property.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for replacing it back to original condition.

EXHIBIT "B"
SPECIAL REQUIREMENTS

1. **LEVEL OF MAINTENANCE**

- (A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.
- (B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "2" of this Agreement, shall be used to evaluate the Contractor's performance.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

INSPECTOR: _____ DATE: _____

S	M	T	W	TH	F	S

Item to be Checked (Use the following page to record a brief description of the necessary repairs)	OK	Date Corrected	Deficiency Noted
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned.			
Walkways			
1. Even walking surface, clear of debris.			
2. Raised concrete or asphalt.			
Tree Condition			
1. Low hanging branches / dead limbs.			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No, rust spots, or holes			
Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not			
OTHER CONCERNS: List them on a back sheet of this paper			
1.No Concerns			
2.Problem Fixed			
3.Potential Concerns			
4.Broken / Degraded			
5.Work Order Generated			
6.Requires Immediate Attention			

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

- 1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

- 2) The Contractor's employees shall wear hard-soled shoes at all times while on District's property. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Park Services Manager or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

- 1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided Five (5) days a week
- 2) Landscape Maintenance Areas - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for District Parks, Community Center, shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday,

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Park Services Manager or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District. The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site

and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists, and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District

and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION N/A

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. and after 7:00 p.m. or such other time as directed by the Park Services Manager.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit 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 the public or Contractor's personnel.

9. AIR POLLUTION

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A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

B. Responsibility. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the District may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense

10. HAULING

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

12. AUTHORITY OF THE PARK SERVICES MANAGER

The Park Services Manager or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be

desired that he give direction, orders within the scope of these specifications may be given by the Park Services Manager or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Parks Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

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EXHIBIT "B"
TO CONTRACT SERVICES AGREEMENT
Page B-8

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, 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 deliver these documents by the time of execution of this Agreement 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.

PARK	CODE	AMOUNT
ADOLFO PARK	450	440
ARNEILL RANCH PARK	451	591
BIRCHVIEW PARK	447	136
BOB KILDEE PARK	421	1,350
CALLEGUAS CREEK PARK	460	440
CAMARILLO GROVE PARK	427	440
CARMENITA PARK	461	591
CHARTER OAK PARK	452	591
COMMUNITY CENTER PARK	422	713.83
DOS CAMINOS PARK	443	743
ENCANTO PARK	444	288
FOOTHILL PARK	445	288
HERITAGE PARK	457	895
LAURELWOOD PARK	456	288
LOKKER PARK	448	895
MISSION OAKS PARK	425	1,198
NANCY BUSH PARK	441	440
PITTS RANCH PARK	426	1,350
QUITO PARK	446	895
SPRINGVILLE PARK	459	440
MEL VINCENT PARK	463	440
TRAILSIDE PARK	447	136
VALLE LINDO PARK	424	1,198
WOODCREEK PARK	454	136
WOODSIDE PARK	455	591
		TOTAL \$15,513.83

COMPANY NAME: Natural Green Landscaping Inc.

- C. FIRST YEAR TOTAL COST \$186,166.00
- D. SECOND YEAR TOTAL COST \$187,381.00
- E. THIRD YEAR TOTAL COST \$188,381.00
- F. TOTAL THREE YEAR CONTRACT COST (Items C-E) \$561,928.00

TOTAL THREE YEAR CONTRACT COST IN WORDS:

FIVE HUNDRED SIXTY ONE THOUSAND DOLLARS
NINE HUNDRED TWENTY EIGHT.

MR
1-16-18

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) (5 days per week).

1) Turf Management

	<u>Service Level</u>
(a) Mowing	Once a week any day of the week or M-F
(b) Turf edging & trimming	Once a week any day of the week or M-F
(c) Recreation Turf	Daily (M-F)
(d) Renovation	As directed by District
(e) Turf irrigation	Managed by automation as needed
(f) Litter & leaf pick-up	As needed
(g) Turf fertilization	Two times annually - chemically balanced
(h) Aeration	Twice annually

2) Hardscape Management

	<u>Service Level</u>
(a) Parking Lots	Inspected (1 day per week, including curbs)
(b) Picnic Shelters	Includes garbage cans emptied (1 day per week)
(c) Walkways & patios	Cleared (1 day per week)
(d) Play areas, sand areas	Inspections and rake thoroughly (1 day per week)

3) Trees, Shrubs & Ground Cover Areas

	<u>Service Level</u>
(a) Shrub Maintenance	Monthly
(b) Ground Cover (weeding)	Weekly
(c) Cultivation	Monthly
(d) Pruning	Weekly

5) Park and Other Equipment

	<u>Service Level</u>
(c) Trash Containers	Emptied, cleaned or replaced as needed

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Park Services Manager or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Services Manager or his designee no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"
TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. **TURF MANAGEMENT**

(a) **Mowing** - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) **Turf Edging, Trimming and Weed Whacking** - Turf edging, trimming and weed whacking shall be performed once per week concurrently with mowing. All valve boxes, light poles, any obstacle that are in the turf areas need to be weed whacked, edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) **Recreation Turf** - These areas shall be inspected daily on designated mow days for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) **Renovation** - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) **Litter and Leaf Pick-up** - Litter and leaf pick-up shall be performed on designated mow days to maintain a neat and clear appearance.

2. **HARDSCAPE MANAGEMENT**

(a) **Parking Lots** - All parking lots shall be inspected on designated mow days (M-F). All weeds growing in cracks shall be removed weekly or sprayed with Round-up.

(b) **Picnic Shelters** - Picnic shelter surfaces shall be inspected daily on designated mow days for litter and trash pick-up. Garbage cans shall be emptied on designated mow days.

(c) **Walkways and Patios** - All walkways and patios shall be kept clean of litter, debris, weeds and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately.

3. **TREES, SHRUBS AND GROUND COVER AREAS**

(a) **Shrub Maintenance** - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application

of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized two (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover - All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized two (2) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation - Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least twice a year to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Pruning - All street and parkway trees are pruned under a separate contract. Emergency work and/or safety clearance pruning maybe authorized by the Park Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District's representative.

(e) Tree Protection - Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District's representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

5. PARK AND OTHER EQUIPMENT

(a) Trash Containers - All trash containers shall be emptied daily on designated mow days. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied.

(b) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be written down and put on safety inspection sheet.

6. WEED ABATEMENT

(a) Weed Abatement - Contractor shall inspect 1 day per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

PROPOSER

- 1) Name of Proposer Gilbert Zaragoza Jr. / Natural Green Lands Inc.
- 2) Address of Proposer 5661 Perkins Rd.
Oxnard CA, 98033
- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or Explain: _____


Signature _____

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

- 1. Name in full _____
- 2. Address _____
- 3. Birth date _____ Place of Birth _____
- 4. Social Security No. _____
- 5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes

No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, 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 Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. GILBERT ZARALOV is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

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

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to Natural Green Landscape Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

NOW, THEREFORE, we the undersigned Principal 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 Principal, 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 Principal 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.



NATUGRE-01

MWILCOXEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E63493 Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Tamecula, CA 92590		CONTACT NAME: PHONE (A/C, No, Ext): (951) 506-5859 E-MAIL ADDRESS: service@orrandassociates.com FAX (A/C, No): (800) 474-3003	
INSURED Natural Green Landscape Inc 5661 Perkins Rd Oxnard, CA 93033		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Associated Industries Insurance Co.	NAIC # 23140
		INSURER B: National Union Fire of Pittsburg	19445
		INSURER C: Security National Insurance Company	19879
		INSURER D: Westchester Surplus Lines Insurance	10172
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	X X	AE5103509902	07/02/2017	07/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		EBU014139636	07/02/2017	07/02/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X SWC1173068	11/05/2017	11/05/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability		G48785332001	07/02/2017	07/02/2018	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Pleasant Valley Recreation and Park District, its officers, employees and agents (District Parties) are named as additional insured per attached endorsements.

CERTIFICATE HOLDER Pleasant Valley Recreation and Park District 1605 E. Burnley Street Camarillo, CA 93010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lori Schavone</i>
--	--

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED OWNERS, LESSEES OR
CONTRACTORS AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: AES103509902

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PERSONS OR ORGANIZATIONS WHERE WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRES ADDITIONAL INSURED COMPLETED OPERATIONS. THIS FORM DOES NOT APPLY TO YOUR WORK ON "RESIDENTIAL PROPERTY"	
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule	
Subject to an Overall Policy Aggregate Limit:	\$

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

A. Paragraphs 2. and 3. of SECTION III – LIMITS OF INSURANCE are replaced by the following:

2. The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.

B. The following is added to SECTION III – LIMITS OF INSURANCE:

8. Subject to Paragraph 2. and 3. above, the General Aggregate Limit is the most we will pay under for the sum Coverage A, Coverage B, or Coverage C to each of your projects away from premises owned by or rented to you.

POLICY NUMBER: **AES103509902**

**COMMERCIAL GENERAL LIABILITY
NX GL 009 08 09**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:	All persons or organizations where required by written contract with the Named Insured
--------------	--

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT To RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 2% Of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	11/5/2017	Policy No.	SWC1173068	Endorsement No.	0
Insured	Natural Green Landscape Inc			Premium \$	101488
Insurance Company	Security National Insurance Company				

Countersigned by _____



GENERAL AGREEMENT OF INDEMNITY COMMERCIAL SURETY

This General Agreement of Indemnity (hereinafter the "Agreement") is made and entered into by the following undersigned individuals, corporations, and/or other business entities Natural Green Landscape, Inc.; Gilbert Zaragoza Jr.

(individually and collectively hereinafter called "Indemnitors"), jointly and severally, in favor of Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation, and any other company that is part of or added to the Liberty Mutual Group, severally not jointly, (individually and collectively hereinafter called "Surety") with respect to any bonds, undertakings, recognizances, reinsurances, instruments of guarantee or other Surety obligations (individually and collectively hereinafter called "Bonds"), requested from and/or issued by the Surety before, on or after the date of this Agreement, for:

- (i) any of the Indemnitors, and any Indemnitor added hereto by written amendment;
- (ii) any of the Indemnitors' subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and/or
- (iii) any other entity or person in response to a request from any party described in items (i) or (ii) above (including requests from their agents, brokers or producers);

and as to all of the foregoing, whether they act alone or in joint venture with others whether or not said others are named herein (individually and collectively hereinafter called "Principals").

WHEREAS, the Indemnitors and Principals desire Surety to execute Bonds on their behalf, or to renew, continue, extend, replace or to refrain from canceling Bonds; and WHEREAS, at the request of Indemnitors and Principals and with the understanding that this Agreement be given and in reliance upon this Agreement, the Surety has heretofore or has presently been requested to and/or has executed or has procured to be executed, and, from time to time hereafter, may be requested to and/or may execute or may procure to be executed, Bonds for the Principals;

NOW, THEREFORE, in consideration of these premises, and intending to be legally bound hereby, the Indemnitors and Principals for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree, in favor of the Surety, its successors and assigns, as follows:

1. **BENEFICIAL INTEREST** - The Indemnitors represent and warrant that each of them is specifically, materially and beneficially interested in the procurement and/or issuance of each of the Bonds for each of the Principals.
2. **PREMIUMS** - The Principals or Indemnitors shall pay to the Surety, promptly upon demand, all premiums, costs and charges of the Surety for any Bonds requested from and/or issued by the Surety, in accordance with the Surety's rate filings, its manual of rates, or as otherwise agreed upon, and where such premium, costs and charges are annual, continue to pay the same, until the Principals or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from all liability under any Bonds.
3. **DECLINE EXECUTION** - The Surety has no obligation to execute, renew, continue, extend, amend or replace any Bonds, including final bonds (regardless of whether the Surety has issued a bid or proposal bond), and may, at its sole discretion, decline to do so. The Surety may cancel any Bonds unless the Bonds state otherwise, and the Principals and Indemnitors shall make no claim to the contrary. The Principals and Indemnitors shall make no claim relating to the failure or refusal of any person or entity to accept any of the Surety's Bonds or to award any contract to any Principals.
4. **CHANGES** - Assent by the Surety to changes in any Bonds and/or in the contracts or obligations covered by any Bonds or refusal so to assent shall not release or in any way affect the obligations of the undersigned to the Surety.
5. **INDEMNITY** - The Indemnitors shall exonerate, indemnify and save harmless the Surety from and against any and all losses, costs, and damages of whatsoever kind or nature, including, but not limited to, counsel and consultant fees and expenses, court costs, and pre- and post-judgment interest (such interest to accrue from the date of a breach of this Agreement or a breach of any other written agreements executed with or in favor of the Surety by any Indemnitors and/or Principals (hereinafter called the "Other Agreements")), which the Surety may at any time sustain or incur by reason of the extension of surety credit to any Principal, including but not limited to: (1) the request to execute, procure, or deliver any Bonds; (2) the execution, procurement or delivery of any Bonds, whether already or hereafter executed; or the renewal or continuation thereof; (3) making any investigation or payment; (4) obtaining a release from any Bonds or other obligations related to the extension of surety credit; or (5) the prosecution, defense, or obtaining a release from any action brought in connection therewith, including those subject to bankruptcy court jurisdiction, and, further, those actions relating to the recovery or attempt to recover any salvage, the failure of the Principals or Indemnitors to perform or comply with the terms of this Agreement or any Other Agreements, and in the enforcement of the terms of this Agreement or any Other Agreements. The Principals and Indemnitors agree that in any accounting between any of them and the Surety, vouchers or other evidence of payment(s) incurred by the Surety shall constitute *prima facie* evidence of the fact and extent of the liability of the Principals and Indemnitors to the Surety.
6. **SETTLEMENTS** - The Surety shall have the right, at its option and sole discretion, to adjust, settle or compromise any claim, demand, suit or judgment upon any Bonds.

7. **BOOKS AND RECORDS** - Until such time as the Surety has been furnished with evidence (satisfactory to the Surety in its sole discretion) of its discharge, without loss, from any and all Bonds, and the Surety is fully reimbursed all amounts due to it under this Agreement or Other Agreements, the Surety shall have the right to reasonable access to the books, records and accounts of the Principals and Indemnitors for the purposes of inspection, copying or reproduction. The Principals and Indemnitors hereby authorize and request that (i) any depositories in which funds of any of the Principals and Indemnitors may be deposited shall furnish to the Surety the amount of such deposits as of any date requested; and (ii) any person or entity doing business with the Principals and Indemnitors shall furnish to the Surety any information requested by the Surety that is related or relevant to any Bonds, bonded contracts or obligations, or any obligations of the Principals and Indemnitors to the Surety under this Agreement or Other Agreements.
8. **ASSIGNMENT, SECURITY AND EVENTS OF DEFAULT** - The Principals and the Indemnitors hereby grant, assign, pledge and convey to the Surety, as security for the full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability of the Principals and Indemnitors to the Surety, whether heretofore or hereafter incurred, a lien on and security interest in and to the Principals' and/or Indemnitors' interest, title and rights in: (a) the proceeds of any insurance policy affording coverage for all or part of any bonded obligations; and (b) the contracts or the obligations that are the subject of the Bonds, or that grow in any manner out of the Bonds, including without limitation all proceeds thereof, whether such interest, title and rights are accounts or general intangibles (as defined in the relevant Uniform Commercial Code). While the lien and security interest granted to the Surety herein is effective immediately and may be evidenced by the filing of a financing statement by the Surety at any time, the Surety may exercise its remedies with respect to such lien and security interest hereunder and under applicable law only in the event of: 1) any abandonment, forfeiture or breach of any contract or obligations referred to in the Bonds or any breach of any Bonds; or 2) a default in discharging any other indebtedness or liability incurred in connection therewith, when due; or 3) any breach of this Agreement or any Other Agreements; or 4) any assignment by the Principals or Indemnitors for the benefit of creditors, or upon any one or more of the Principals' or Indemnitors' involvement in any agreement or proceeding of liquidation, receivership, or bankruptcy, whether insolvent or not. The Principals and Indemnitors hereby irrevocably grant, appoint and constitute the Surety as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of the Principals and Indemnitors assigned and set over to the Surety in this Agreement, including the authority to execute on behalf of the Principals and Indemnitors any documents or agreements deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be given to the Surety under all other provisions of this Agreement. The Principals and Indemnitors hereby ratify all actions taken and done by the Surety as attorney-in-fact. Principals and Indemnitors agree to use their best efforts to effectuate all provisions of this paragraph. This Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement, under law or in equity. The Principals and Indemnitors hereby authorize Surety to file such financing statements as Surety deems necessary or appropriate to perfect the liens and security interests granted herein.
9. **TAKEOVER OF PERFORMANCE** - Upon the happening of any of the events of default described in 1) through 4) of paragraph 8, irrespective of whether the Surety exercises any of its rights and remedies under paragraph 8, the Surety shall have the right, but not the obligation, with or without exercising any other right conferred upon it by law or under the terms of this Agreement, to take over part or all of the performance under any contract(s) or obligation(s) covered by any Bond, and at the expense of the Principals and Indemnitors to complete or arrange for the completion of the same, and the Principals and Indemnitors shall promptly, upon demand, pay to the Surety all losses, costs and damages of whatsoever kind or nature incurred by the Surety, including, but not limited to, counsel and consultant fees and expenses.
10. **TRUST FUNDS** - The Principals and Indemnitors hereby understand, agree and declare that all of their interest, title and rights in the contract or the obligations that are the subject of a Bond, or that grow in any manner out of said Bond, including but not limited to funds required by statute or regulation to be held in trust for the benefit of any obligee, are trust funds, whether in the possession of the Principals or Indemnitors or otherwise, for the benefit of Surety for any liability or loss it may incur or sustain under said Bond, including but not limited to the payment of obligations incurred in the performance of the bonded contract or obligations; and, further, it is expressly understood, agreed and declared that these trust funds also inure to the benefit of the Surety for any liability or loss it may have or sustain under any other Bonds, under this Agreement, or under any Other Agreements, and this Agreement constitutes notice of the existence of such trust.
11. **DISCHARGE/PLACE IN FUNDS** - The Indemnitors will, within thirty (30) calendar days or within the Shorter Period (defined below) following the date of Surety's written demand, either: (i) procure the discharge of the Surety from any Bonds and all liability by reason thereof, or, if the Indemnitors are unable to secure such discharge; (ii) place the Surety in immediately available funds in an amount equal to the aggregate amount of the penal sums of all Bonds for which discharge has been demanded; regardless of whether, with respect to any of said Bonds: (a) the Surety has established any reserve; (b) the Surety has made any payments or incurred any liability; or (c) the Surety has received any notice of any claims. If the terms of any outstanding Bonds require the Surety to make payment to the obligee(s) of said Bonds in less than thirty (30) calendar days (which period shall be called the "Shorter Period"), then with respect to such Bonds only, the Surety may require that it be discharged or placed in funds pursuant to this paragraph within said Shorter Period, again regardless of whether the Surety has received any demand or notice of any claims, established any reserve, or made any payments or incurred any liability with respect to such Bonds. The Surety shall send its written demand to the Indemnitors' last known address by overnight courier or by registered or certified mail, and such demand shall be effective upon the date of mailing by the Surety. The terms of this paragraph may be modified by a written amendment to this Agreement, entered into by the Surety and the Indemnitors, providing alternative methods of funding or collateralizing any bonded obligations, but Surety has no obligation to enter into any such alternative arrangements and may do so, or decline to do so, at its sole election and discretion. The Indemnitors hereby represent and acknowledge that if the Indemnitors breach their obligations set forth in this paragraph, the Surety will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this paragraph.

12. **OTHER INDEMNITY** - The addition to this Agreement of any Indemnitor, including any entities acquired after the date of this Agreement, may be effected by written amendment executed by such Indemnitor only. The Indemnitors shall continue to remain bound under the terms of this Agreement and any Other Agreements even though the Surety may from time to time heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accept indemnity obligations or collateral from, or release or reduce indemnity obligations or collateral, or release or apply any specific underwriting requirements to, any current or future Principals or Indemnitors for any reason. The Indemnitors waive notice of the Surety's acceptance, release or reduction of any indemnity obligations or collateral or specific underwriting requirements of any current or future Principals or Indemnitors, and agree that they shall make no defense to the enforcement of this Agreement or any Other Agreements based on such action by the Surety.
13. **SURETIES** - In the event the Surety procures the execution of any Bonds by other sureties, or executes any Bonds with co-sureties, or reinsures any portion of any Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, their successors and assigns, as their interests may appear.
14. **CHANGE IN CONTROL** - The Indemnitors agree to provide the Surety with, at a minimum, forty-five (45) days prior written notice of a Change in Control (defined below) and to designate the name and address of the Indemnitor with whom the Surety should correspond with respect to this paragraph, which Indemnitor (hereinafter called the "Designated Indemnitor") all Indemnitors agree is designated to act on behalf of them pursuant to this paragraph. Upon receipt of such notice, the Surety shall advise the Designated Indemnitor, in writing by overnight courier or by registered or certified mail, of the Surety's election to either (i) approve such Change in Control; or (ii) demand that the Indemnitors procure the discharge of the Surety from any Bonds and all liability by reason thereof. If the Indemnitors fail to give the Surety timely notice of a Change in Control, or if the Surety does not approve the Change in Control and if such discharge is not procured to the sole satisfaction of the Surety then, immediately, upon the Surety's written demand, the Indemnitors shall deposit a sum of cash or collateral, of a type and value satisfactory to the Surety, equal to the aggregate penal sum of the then outstanding Bonds, as determined by the Surety in its sole discretion. The terms of this paragraph may be modified by a writing entered into by the Surety and the Indemnitors providing alternative methods of funding or collateralizing any bonded obligations, but Surety has no obligation to enter into any such alternative arrangements and may do so, or decline to do so, at its sole election and discretion. The Indemnitors hereby represent and acknowledge that if any Indemnitor breaches the obligations set forth in this paragraph, the Surety will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this paragraph.
- "Change in Control" shall mean (in one transaction or a series of transactions): (a) the transfer, merger or consolidation of all or substantially all of the assets of any of the non-individual Indemnitors; (b) the acquisition by any person or group, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control of any of the Indemnitors; or (c) the acquisition by any of the Indemnitors, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control in any joint venture, subsidiary, division, affiliate, limited partnership, limited liability partnership, limited liability company or other entity through the issuance of ten (10%) percent or more of the voting power of the total outstanding voting stock of any of the Indemnitors.
15. **INVALIDITY** - Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case any of the parties set forth in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, including lack of authority to bind any party, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. Each party agrees to execute promptly any documentation necessary to cure any such failure, defect or invalidity.
16. **ENFORCEMENT** - The availability of any particular right or remedy shall not be prejudiced by either (i) a delay by Surety in exercising it, or (ii) Surety's decision to exercise or not exercise any other right or remedy. The obligations of the Principals and Indemnitors hereunder shall be in addition to, and not in lieu of, their obligations to the Surety under any Other Agreements, and in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any of the Other Agreements, the term or interpretation most favorable to the Surety, as determined by the Surety, shall control. Separate suits may be brought under this Agreement and any Other Agreements as causes of action accrue, and the bringing of suit or the obtaining of judgment or recovery of damages upon any cause of action shall not prejudice or bar the bringing of other suits or the obtaining of judgment or recovery of damages upon other causes of action, whether theretofore or thereafter arising. The Indemnitors' liability under this Agreement is joint and several, and the Surety may enforce any or all of the terms and conditions of this Agreement against any or all of the Indemnitors, or any combination of some but less than all of the Indemnitors, at the Surety's sole discretion and election.
17. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by U.S. federal law. As to all legal actions or proceedings related to this Agreement, Indemnitors consent and agree to the general jurisdiction of any state or Federal court of the United States or its territories having proper subject matter jurisdiction or in which claim may be brought against Surety under any Bond, and hereby waive any claim or defense in such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

12. **OTHER INDEMNITY** - The addition to this Agreement of any Indemnitor, including any entities acquired after the date of this Agreement, may be effected by written amendment executed by such Indemnitor only. The Indemnitors shall continue to remain bound under the terms of this Agreement and any Other Agreements even though the Surety may from time to time heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accept indemnity obligations or collateral from, or release or reduce indemnity obligations or collateral, or release or apply any specific underwriting requirements to, any current or future Principals or Indemnitors for any reason. The Indemnitors waive notice of the Surety's acceptance, release or reduction of any indemnity obligations or collateral or specific underwriting requirements of any current or future Principals or Indemnitors, and agree that they shall make no defense to the enforcement of this Agreement or any Other Agreements based on such action by the Surety.
13. **SURETIES** - In the event the Surety procures the execution of any Bonds by other sureties, or executes any Bonds with co-sureties, or reinsures any portion of any Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, their successors and assigns, as their interests may appear.
14. **CHANGE IN CONTROL** - The Indemnitors agree to provide the Surety with, at a minimum, forty-five (45) days prior written notice of a Change in Control (defined below) and to designate the name and address of the Indemnitor with whom the Surety should correspond with respect to this paragraph, which Indemnitor (hereinafter called the "Designated Indemnitor") all Indemnitors agree is designated to act on behalf of them pursuant to this paragraph. Upon receipt of such notice, the Surety shall advise the Designated Indemnitor, in writing by overnight courier or by registered or certified mail, of the Surety's election to either (i) approve such Change in Control; or (ii) demand that the Indemnitors procure the discharge of the Surety from any Bonds and all liability by reason thereof. If the Indemnitors fail to give the Surety timely notice of a Change in Control, or if the Surety does not approve the Change in Control and if such discharge is not procured to the sole satisfaction of the Surety then, immediately, upon the Surety's written demand, the Indemnitors shall deposit a sum of cash or collateral, of a type and value satisfactory to the Surety, equal to the aggregate penal sum of the then outstanding Bonds, as determined by the Surety in its sole discretion. The terms of this paragraph may be modified by a writing entered into by the Surety and the Indemnitors providing alternative methods of funding or collateralizing any bonded obligations, but Surety has no obligation to enter into any such alternative arrangements and may do so, or decline to do so, at its sole election and discretion. The Indemnitors hereby represent and acknowledge that if any Indemnitor breaches the obligations set forth in this paragraph, the Surety will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this paragraph.
- "Change in Control" shall mean (in one transaction or a series of transactions): (a) the transfer, merger or consolidation of all or substantially all of the assets of any of the non-individual Indemnitors; (b) the acquisition by any person or group, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control of any of the Indemnitors; or (c) the acquisition by any of the Indemnitors, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control in any joint venture, subsidiary, division, affiliate, limited partnership, limited liability partnership, limited liability company or other entity through the issuance of ten (10%) percent or more of the voting power of the total outstanding voting stock of any of the Indemnitors.
15. **INVALIDITY** - Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case any of the parties set forth in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, including lack of authority to bind any party, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. Each party agrees to execute promptly any documentation necessary to cure any such failure, defect or invalidity.
16. **ENFORCEMENT** - The availability of any particular right or remedy shall not be prejudiced by either (i) a delay by Surety in exercising it, or (ii) Surety's decision to exercise or not exercise any other right or remedy. The obligations of the Principals and Indemnitors hereunder shall be in addition to, and not in lieu of, their obligations to the Surety under any Other Agreements, and in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any of the Other Agreements, the term or interpretation most favorable to the Surety, as determined by the Surety, shall control. Separate suits may be brought under this Agreement and any Other Agreements as causes of action accrue, and the bringing of suit or the obtaining of judgment or recovery of damages upon any cause of action shall not prejudice or bar the bringing of other suits or the obtaining of judgment or recovery of damages upon other causes of action, whether theretofore or thereafter arising. The Indemnitors' liability under this Agreement is joint and several, and the Surety may enforce any or all of the terms and conditions of this Agreement against any or all of the Indemnitors, or any combination of some but less than all of the Indemnitors, at the Surety's sole discretion and election.
17. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by U.S. federal law. As to all legal actions or proceedings related to this Agreement, Indemnitors consent and agree to the general jurisdiction of any state or Federal court of the United States or its territories having proper subject matter jurisdiction or in which claim may be brought against Surety under any Bond, and hereby waive any claim or defense in such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

Dated as of this 7th day of MAY, in the year 2018

By signing below, each individual executing this Agreement on behalf of a business entity, and each business entity executing this Agreement on behalf of another business entity, represents and warrants that he, she or it is duly authorized by Indemnitor to bind Indemnitor to all of the terms and conditions of this Agreement:

ATTEST OR WITNESS:

BY:

Natural Green Landscape, Inc.

T.I.N. (if required): _____

5661 Perkins Rd.

Oxnard, CA 93033

By: [Signature] Office Manager
Name, Title

By: [Signature] _____ (Seal)
Gilbert Zaragoza Jr., CEO

ATTEST OR WITNESS:

BY:

Gilbert Zaragoza, Jr.

T.I.N. (if required): 569-49-8595

5661 Perkins Rd.

Oxnard, CA 93033

By: [Signature] office manager
Name, Title

By: [Signature] _____ (Seal)
Gilbert Zaragoza, Individually

NOTARY ACKNOWLEDGMENT

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)

County of Ventura)

On 05 07 2018 before me, Gilbert Zaragoza, Jr. Kelley Nielsen, Notary Public, personally appeared Gilbert Zaragoza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity(ies) upon behalf of which the person 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 [Signature] (Seal)

Notary Public residing at: 567 W Channel Islands Blvd

My commission expires: 02-24-2022



Pacific Tennis Courts, Inc.

530 Los Angeles Ave., Suite 115-320

Moorpark, CA 93021

Phone: (818) 991-7445 Fax: (818) 706-1951

CA LICENSE #980738 DIR #1000010871

THIS CONTRACT is entered into this 22nd day of March, 2018 by and between PACIFIC TENNIS COURTS (hereafter CONTRACTOR) and Pleasant Valley Recreation and Park District (hereafter OWNER).

Nick Marienthal – 805-482-5396 – nmarienthal@pvrod.org Contract No. 18068

Job: Bob Kildee Park 1605 E. Burnley St. Camarillo Page 1 of 2

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. **CONTRACTOR** shall furnish at following submitted specifications and costs, all materials, labor, equipment, transportation and perform all work necessary for the complete installation of:
2. **CONTRACT PERIOD AND RIGHT TO WORK:** Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves the right to commence work within thirty (30) days of contract acceptance.

The following are Specifications and Costs for the: **Repair and replace bottom rail around tennis court.**

PACIFIC TENNIS COURTS, INC. TO PROVIDE THE FOLLOWING:

I. BOTTOM RAIL REPLACEMENT

- Provide and install new bottom rail around entire tennis court.
- New rail to be 1 5/8" SS40 galvanized rail
- Reattach existing chain link to new bottom rail.
- Prevailing wage included

COST: ALL MATERIAL AND LABOR FOR THE PRECEEDING \$8,675.00

PAYMENTS:

PAYMENT OF 50% DUE AT START OF WORK.

BALANCE OF 50% DUE UPON COMPLETION OF WORK.

The Provisions set forth upon the reverse hereof and any attached pages hereto are incorporated in and make a part of the **CONTRACT. IN WITNESS WHEREOF**, the parties hereto have executed the **CONTRACT** the day and year set forth below.

OWNER:

Dated: 5-3-18

By: NICK MARIENTHAL



CONTRACTOR:

Dated: _____

By: _____

Phil Carter, Pacific Tennis Courts, Inc.

GENERAL CONDITIONS

3. **GUARANTEE:** All work and/or materials performed by **CONTRACTOR** is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, **CONTRACTOR** use the least reactive aggregate available. However, neither **CONTRACTOR** nor the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. **EXTRA WORK:** During progress of construction, the **OWNER** may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual costs of labor and materials plus 20% for **CONTRACTORS** overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontractors, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the **CONTRACTOR**.

5. **OWNER** shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. **OWNER** agrees to keep driveways clear and available for movement and parking of trucks during normal working hours. **CONTRACTOR** shall not be held responsible for damage to utility lines, driveways, walks, lawns or shrubs by movement of trucks.

6. Unless specifically indicated, agreed price does not include costs related to the following underground occurrences: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge until so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the **CONTRACTOR** shall not be responsible for delamination caused by coatings or delamination or discolorations of surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. **CONTRACTOR** agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of **OWNER** or **OWNER'S** employees or **OWNER'S** agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by **OWNER**, inability to secure material through regular recognized channels, failure of **OWNER** to make payments when due.

12. **CONTRACTOR** shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the **OWNER** delays in making any progress payment, the **CONTRACTOR** may stop work until the **OWNER** delivers to the **CONTRACTOR**, at the **OWNER'S** expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay **CONTRACTOR** invoices in accordance with the terms thereon. **OWNER** further agrees to pay late charges of 1.5% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

14. **OWNER** shall indicate to the **CONTRACTOR** the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any controversy arising out of the construction of the project referred to in this agreement or regarding the interpretation of this agreement or any subcontract or sub-subcontract is subject to arbitration. The **OWNER**, the **CONTRACTOR** and any subcontractors and sub-subcontractors are bound, each to the other, by this arbitration clause, provided such party has signed this agreement or has signed another contract which incorporates this agreement by reference, or signs any other agreement to be bound by this arbitration clause.

Arbitration shall be had in accordance with the Rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitrator.

16. If **OWNER** demands placing of concrete or surfacing of court with a 20% or greater chance of rain and/or wind, **OWNER** agrees to be responsible for all damages to surface or slab and/or overtime of labor and/or equipment caused by rain or wind.

17. In construction of walls, fence post holes, friction piles, caissons, and wall footings, if rock or water is encountered, it may result in supplemental charges for labor and/or equipment.

18. All geologists service and/or field inspections to be paid by **OWNER** unless otherwise agreed upon.

19. Contract may be voided by **CONTRACTOR** if final working plans and/or construction details are not the same as used for estimating of proposed project.

20. **INSURANCE** while work is being performed under this contract, **OWNER** shall continuously provide, entirely at **OWNER'S** expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all services, labor, materials and goods involved in the work as well as reasonable claims liable to occur during the course of the work. While work is being performed under this contract, **CONTRACTOR** shall continuously provide, entirely at **CONTRACTOR'S** expense, appropriate workers compensation coverage and liability insurance to protect against any results of **CONTRACTOR'S** own negligence.

21. To preserve their right to file a claim or lien against your property certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

22. **ATTORNEY'S FEES** in any litigation or arbitration between the parties regarding the terms of the performance under this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in prosecuting or defending the proceeding.

The purchaser and/or lessee agrees that the title to merchandise listed herewith shall remain in Pacific Tennis Courts, Inc. until entire purchase price has been paid. Upon default of any payment the seller at his option may declare the entire balance due and payable immediately. Purchaser and/or lessee agrees to permit removal of said merchandise with or without process of law upon any default by purchaser or lessee, and to pay any and all expenses for collection or removal of said merchandise including a reasonable attorney's fee. It is further understood that any sums paid on account prior to any repossession of the above listed merchandise shall be retained as and for liquidated damages. Time is of the essence of this agreement. 1 ½% per month (18% Annual Percentage Rate) charged on past due accounts. Written permission must be obtained from seller before removing merchandise from above address.

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to Natural Green Landscape, Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

WHEREAS, the Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of One Hundred Eighty Six Thousand and One Hundred Sixty Six Dollars (\$ 186,166), this amount being **not less than one hundred percent (100%) of the total current annual 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 Principal, 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 8th day of May, 2018.

 PRINCIPAL
Natural Green Landscape, Inc. Address of Surety:

The Ohio Casualty Insurance Company SURETY

62 Maple Avenue

Keene, NH 03431

CITY

STATE

ZIP

888-844-2663

TELEPHONE



BY: _____
(PRINCIPAL SEAL)

BY:  _____
(PRINCIPAL SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th
day of May, 2018.


PRINCIPAL
Natural Green Landscape, Inc.

The Ohio Casualty Insurance Company SURETY

62 Maple Avenue
ADDRESS OF SURETY

Keene, NH 03431
CITY STATE ZIP

888-844-2663
TELEPHONE



BY: _____
(PRINCIPAL SEAL)

BY: 
(PRINCIPAL SEAL)

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

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to Natural Green Landscape, Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of One Hundred Eighty Six Thousand and One Hundred Sixty Six Dollars (\$ 186,166), this amount being not less than one hundred percent (100%) of the total current annual 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 Principal, 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 Principal 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 8th
day of May, 2018.



PRINCIPAL
Natural Green Landscape, Inc.

The Ohio Casualty Insurance Company SURETY

62 Maple Avenue

ADDRESS OF SURETY

Keene, NH 03431

CITY

STATE

ZIP

888-844-2663

TELEPHONE



BY: _____
(PRINCIPAL SEAL)

BY: 

(PRINCIPAL SEAL)

JOB NAME: CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES AS IDENTIFIED IN RFP NO.18-01

**ADDENDUM TO CONTRACT FOR LANDSCAPE MANAGEMENT SERVICES
_____, 2020**

The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

CHANGES/ADDITIONS:

A two (2) year extension from February 15, 2021 to February 15, 2023 with a 2% annually increase for a total of \$ 7,609.

**Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, California 93010**

**Natural Green Landscape Inc.
5661 Perkins Road
Oxnard, California 93033**

Signed By: _____

**Mary Otten
General Manager**

Signed By: _____

**Gilbert Zaragoza
Owner/Operator**

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

- A. Chair Magner
- 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 – Miracle League, Nexus Study
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report