

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

BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
January 2, 2020

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #642

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. Christmas Recap
- B. Capital Improvement Update
- C. New Employee Introductions

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

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

A. Minutes for Regular Board Meeting of December 5, 2019

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

Approval of District's disbursements dated on or before November 30, 2019.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for November 2019.

D. Second Reading and Adoption of Ordinance No. 11, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Regarding the Charging of Parking Fees on District Lands

Approval will authorize the second reading, to adopt, proposed Ordinance No. 11, regarding the Charging of Parking Fees on District Lands.

**E. Consideration and Approval to Reject All Bids for Grant Writer**

Grants could be an integral part of the funding for the Senior and Community Recreation Facility, however, only one bid was submitted, and the recommendation is to reject all bids at this time.

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration of Granting of Easement for Shared Parking at Bob Kildee Park with the Boys and Girls Club of Camarillo**

The District and the Boys & Girls Club of Camarillo have had a mutual use parking and driveway license agreement since September 1, 1973.

Suggested Action: A MOTION to Approve the proposed agreement with the Boys and Girls Club of Camarillo for a non-exclusive shared parking easement.

**B. Request for Proposal for a Public Consulting Firm to Assist District with Evaluation of Voter Opinion Surveys and Polling Services**

At the October 24, 2019 Special Board Meeting, the Board authorized staff to take the next step to retain a consulting firm which has assisted other public agencies with the decision on whether or not to place an item on the ballot.

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

**C. Request for Proposals for a Public Consulting Firm to Perform a Nexus Study for the Purpose of Establishing Developer Impact Fees**

The District and the City have had discussions regarding establishing park impact fees in response to the increase in non-subdivided in-fill residential development projects not eligible for Quimby fees.

Suggested Actions: A MOTION to Approve and authorize the General Manager to issue a Request for Proposals for a public consulting firm to perform a nexus study for the purpose of establishing developer impact fees.

**D. Consideration and Approval of Bid Award for the Aquatic Center Shower and Dressing Room Remodel**

The District Board has set aside Quimby funds in the amount of \$500,000 to design and remodel the existing showers, restrooms and dressing rooms and to install energy efficient heaters at the Aquatic Center.

Suggested Actions: A MOTION to:

1. Approve and award the bid to SBS Construction for \$576,817 plus 10% contingency for a project cost not to exceed \$634,499 or
2. Reject all bids received and re-advertise the project for construction bids or
3. Reject all bids received and wait to rebid the project to coincide with the Aquatic Center annual closure in September.

**E. Maturity of the 2016 Four-Year Certificate of Deposit (CD)**

As in past years as the bond becomes due, the District Board has the option to either take the funds or roll the funds into another bond.

Suggested Action: A MOTION to Approve that the Board cash in the 2016 certificate of deposit (CD) and re-invest the funds into the Ventura County Pool Restricted Funds account per the Finance Committee.

**F. Consideration and Adoption of Resolution No. 641 Allocating Quimby Fees from the Fairfield LLC Subdivision at 341 Mike Loza Dr. Camarillo, CA 93012 for Projects at Pleasant Valley Fields, the Camarillo Community Center, Camarillo Grove Nature Center and within the Freedom Park Master Plan**

Staff is recommending that the Board approve this resolution which authorizes the expenditure of these fees on the projects in this report for as long as there is fee revenue available from this development.

Suggested Actions: A MOTION to Adopt Resolution No. 641, allocating fees from the Fairfield LLC subdivision at 341 Mike Loza Dr. Camarillo, CA 93012 for projects at Pleasant Valley Fields, the Camarillo Community Center, Camarillo Grove Nature Center and within the Freedom Park Master Plan.

**G. Committee Assignments**

The Chair will provide a list of Board committee assignments for 2020.

**H. Goal Setting Workshop Dates**

Dates will be discussed for the 2020 Board Goal Workshop.

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

- A. Chairperson 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 – Journey; Ran Rancho
- 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  
December 5, 2019**

**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 Chairman Kelley.

**A. Adjourned to Closed Session**

The Board adjourned to closed session at 5:01 p.m.

**B. Closed Session**

1) Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1), the Board conducted a closed session to confer with legal counsel regarding litigation to which 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.

**C. Regular Meeting Reconvened**

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 6:02 p.m. with nothing to report

**2. PLEDGE OF ALLEGIANCE**

Director Mishler led the pledge.

**3. ROLL CALL**

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Recreation Supervisor Lanny Binney, Human Resources Specialist Kathryn Drewry, Marketing Specialist Emily Raab, Recreation Specialist Connor Soudani, Recreation Coordinator Katlyn Simber-Clickener, Dylan Gunning, Cheryl Peterson, Rueben Gonzales, Matt Hernandez, Dusty Faber, Adam Wheat, Mike Guerrero, Joey Key, Armando Madera, Lilianna Oustinovskaya and Rich Frank.

**4. AMENDMENTS TO THE AGENDA**

Agenda accepted as presented.

**5. PRESENTATIONS**

A. New Employee Introduction

Recreation Supervisor Lanny Binney introduced Dylan Gunning, a new Senior Recreation Leader, who will be working with sports and the Senior Center.

**B. Full Time Employee Recognition**

Human Resource Specialist Kathryn Drewry presented a slide show with the nominees for the District's Full Time Employee of the Year. Acknowledged were Karen Roberts, Michael Guerrero, Fausto Garcia, John Fletcher, Connor Soudani, and Lanny Binney.

Administrative Services Manager Leonore Young presented Customer Service Representative Cheryl Peterson with a plaque of recognition for Full Time Employee of the Year. Recreation Services Manager Eric Storrie presented Recreation Coordinator Katlyn Simber Clickener with a plaque of recognition for Full Time Employee of the Year.

**C. 2020 Programming Calendar**

Recreation Services Manager Eric Storrie highlighted some of the District's events that are being planned for 2020. New this year will be a Flashlight Easter Egg Hunt that will be held the night before Easter Eggstravaganza.

**6. PUBLIC COMMENT**

No comments.

**7. CONSENT AGENDA**

- A. Minutes for Special Board Meeting of October 24, 2019 and Regular Board Meeting of November 7, 2019
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 640 Requesting a Loan from the Capital Account to the General Fund Account
- E. Review and Approval of Surplus Supplies and Equipment List
- F. Consideration and Approval of a Three-Year Agreement Between Pleasant Valley Recreation and Park District and the Roadrunner Remote-Control Club at Freedom Park

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to  
Approve  
Consent  
Agenda**

**Carried**

**8. NEW ITEMS - DISCUSSION/ACTION**

**A. Board Receipt and Consideration of Advisory Factfinding Report Dated November 25, 2019 (PERB Case No. LA IM-282-M)**

General Manager Mary Otten presented a review of proceedings which have taken place to date regarding PVRPD and SEIU Local 721 and the recent Factfinding Report.

Lilianna Oustinovskaya, public relations with SEIU requested that the Board consider the factfinding report presented and to come up with a fair resolution for the represented District employees.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve item #2 to vote to receive and file the Factfinding Report, but take no further action pending a decision in PERB Case No. LA-CE-1378-M.

**Motion to Approve Filing of Factfinding Report**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**B. Review and Introduce Ordinance No. 11 Regarding the Charging of Parking Fees on District Lands**

General Manager Mary Otten presented revisions regarding parking fees and park access. Discussion included: request for a clarifying sentence rather than a paragraph deletion in Section 118, security and safety issues, need for schools to lock up if last ones on District property, responsibility of groups running events on District land, need for some sort of control on ingress and egress of crowds or attendees, authorization of General Manager to establish parking fees if needed, and concern over the lack of addressing parking fees collected by user groups.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the reading of the complete Ordinance No. 11 title – *Ordinance No. 11: An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article I: Section 118, Article II: Section 202, and Article V: Section 515 of Ordinance No. 8 (as amended January 2018) Regulating Parking Fees* and to waive further reading.

**Motion to Approve Ord. No. 11 Title Reading**

Voting was as follows:

Ayes: Magner, Malloy, Chairman Kelley

Noes: Mishler, Dixon

Absent:

**Carried**

Motion: Carried

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the introduction and first reading of the District's *Ordinance No. 11: An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article I: Section 118, Article II: Section 202, and Article V: Section 515 of Ordinance No. 8 (as amended January 2018) Regulating Parking Fees.*

**Motion to Approve Ord. No. 11 Intro and First Reading**

Voting was as follows:

Ayes: Magner, Malloy, Chairman Kelley

Noes: Mishler, Dixon

Absent:

**Carried**

Motion: Carried

**C. Consideration and Approval of Resolution No. 639, Adopting the Updated General Use Policy**

Administrative Analyst Anthony presented the changes that were suggested for the General Use Policy revision. These changes which had been previously presented to the Policy Committee provide clarity and consistency.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve Resolution No. 639, adopting the updated General Use Policy.

**Motion to Approve Reso No. 639, General Use Policy**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**D. Consideration and Approval of Agreement Between Pleasant Valley Recreation and Park District and EMG Holdings for Dog Waste Bag Station Services**

Administrative Analyst Anthony Miller presented the options for continuing the dog waste bag stations services at the District parks.

Discussion included: ownership of the current dog waste stations, lack of past advertisers and sponsorships, need to assess the number and placement of current stations, source of revenue for maintaining stations, provision of a great service which cannot be removed, AB5, similar costs with the contractor versus District staff, possibility of using volunteers; need to track costs and staff hours; legality of station ownership and checking with EMG Holdings to see if they can take a look at their pricing structure again.

Chairman Kelley directed staff to consider having the District operate the dog waste bag stations for a 6-month trial period to assess the service level needed and costs to the District.



E. Recognize Board Chair & Members

General Manager Mary Otten presented Chairman Kelley with a gavel representing his 3 years as Board Chair in 2009, 2014 and 2019. The directors were presented with a token of appreciation for their service this past year.

F. Board Reorganization

Chairman Kelley opened the floor for nominations for the 2020 Board Chairman position and then called for a motion. A motion was made by Director Dixon and seconded by Director Mishler to approve Director Elaine Magner as Chairman for the calendar year 2020.

**Motion to  
Approve  
Director  
Magner as  
Board Chair**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

Chairman Kelley opened the floor for nominations for the 2020 Board Vice-Chair position and then called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve Director Neal Dixon as Vice-Chair for the calendar year 2020.

**Motion to  
Approve  
Director Dixon  
as Board Vice-  
Chair**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

Chairman Kelley opened the floor for nominations for the 2020 Secretary position and then called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve Director Michael Mishler as Secretary for the calendar year 2020.

**Motion to  
Approve  
Director  
Mishler as  
Board  
Secretary**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**9. INFORMATIONAL ITEMS**

- A. Chairman Kelley – Chairman Kelley thanked his fellow board members and staff for the past year. Issues that the District is contending with are Camarillo's higher density, total build out and loss of RDA fees along with the recent fires and winds. Mr. Kelley is concerned that Camarillo citizens want to continue with quality parks and facilities, but it is becoming increasingly more difficult with higher costs and the money that comes into Camarillo.

- B. Ventura County Special District Association/California Special District Association – Director Magner reported that there is a meeting next Tuesday. CSDA – Director Magner reported that they are now seeing the legislation on board for next year.
- C. Ventura County Consolidated Oversight Board – Director Mishler stated that they will meet next week.
- D. Santa Monica Mountains Conservancy – Director Mishler stated that they will meet next week.
- E. Standing Committees – Finance – Director Malloy stated that the District is right on track and that property tax revenue will be coming in a couple of weeks. Liaison – Director Mishler reported that there was a meeting December 2 and that a special meeting will be held in January to move forward with the City to order an environmental impact report for the new recreation facility. The City will assist with CEQA fees and with the polling survey also. Director Dixon stated that the City is willing to commit \$8 million in funding going forward and that they would like to find out what the District can contribute and what community support is out there. Long Range Planning – Director Dixon reported no meeting. Personnel – Director Magner reported no meeting. Policy – Director Magner stated that they covered Ordinance No. 11 and the General Use Policy. Ad Hoc – Journey – no meeting. Ad Hoc – Ran Rancho – Director Mishler stated that the developer is ready to move forward.
- F. Foundation for Pleasant Valley Recreation and Parks – Director Magner reminded everyone of the Ugly Sweater 5K and the Donut Dash. The Foundation is working on a date for next year’s Party for the Parks.
- G. General Manager’s Report – General Manager Mary Otten stated that Breakfast with Santa will be held December 7 and the Christmas Parade and Santa’s Village on December 14. The Valle Lindo restrooms are almost complete and the one at Mel Vincent Park should be completed next week.

**11. ORAL COMMUNICATIONS**

Director Malloy reported on an *LA Times* article about PERS and their elimination of lesser performing programs and managers to save over \$10 million dollars. Director Dixon thanked staff and the beautiful parks which are maintained on a small budget in comparison to the City and school district budgets. Directors Mishler and Magner thanked the board and staff and congratulated the Employees of the Year nominees and winners. Chairman Kelley thanked Director Magner’s efficiency as Vice Chair and welcomed her as Chairperson for the next year.

**12. ADJOURNMENT**

Chairman Kelley adjourned the meeting at 8:00 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts  
Recording Secretary**

**Elaine Magner  
Chairperson**

# CASH REPORT

	11/30/2019 Balance	11/30/2018 Balance	
<b>Restricted Funds</b>			
Debt Service - Restricted	\$ 433.24	\$ 6,518.14	
457 Pension Trust Restricted	\$ 67,164.72	\$ 70,107.96	
Quimby Fee - Restricted	\$ 160,734.09	\$ 232,092.93	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 660,764.48	
Ventura County Pool - Restricted	\$ 5,152,610.38	\$ 5,090,272.11	
FCDP Checking	\$ 21,488.61	\$ 30,500.04	
<b>Total</b>	<b>\$ 6,063,195.52</b>	<b>\$ 6,090,255.66</b>	
<b>Semi-Restricted Funds</b>			
Assessment	\$ 209,374.41	\$ 12,807.95	
Capital Improvement	\$ 30,556.87	\$ 29,320.20	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 43,343.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,334,190.80	\$ 2,094,955.79	
Contingency - Dry Period	\$ 96,000.00	\$ 3,500.00	
Contingency - Computer	\$ 10,000.00	\$ 6,250.01	
Contingency - Repair/Oper/Admin	\$ 30,000.00	\$ 7,500.00	
<b>Total</b>	<b>\$ 2,777,363.82</b>	<b>\$ 2,214,075.69</b>	
<b>Unrestricted Funds</b>			
Contingency	\$ 46,197.01	\$ 264,705.24	
Cal Trust	\$ 94,570.69	\$ 132,596.18	
General Fund Checking	\$ 273,946.68	\$ 149,539.78	
<b>Total</b>	<b>\$ 414,714.38</b>	<b>\$ 546,841.20</b>	
<b>Total of all Funds</b>	<b>\$ 9,255,273.72</b>	<b>\$ 8,851,172.55</b>	<b>\$ 404,101.17</b>

	12/11/2019 Balance	12/31/2018 Balance	
<b>Restricted Funds</b>			
Debt Service - Restricted	\$ 433.24	\$ 373,690.14	
457 Pension Trust Restricted	\$ 67,164.72	\$ 70,107.96	
Quimby Fee - Restricted	\$ 112,750.91	\$ 231,385.37	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 661,107.82	
Ventura County Pool - Restricted	\$ 5,152,610.38	\$ 5,101,063.93	
FCDP Checking	\$ 21,488.61	\$ 30,734.04	
<b>Total</b>	<b>\$ 6,015,212.34</b>	<b>\$ 6,468,089.26</b>	
<b>Semi-Restricted Funds</b>			
Assessment	\$ 154,974.93	\$ 498,697.67	
Capital Improvement	\$ 30,556.87	\$ 29,320.20	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 50,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,334,190.80	\$ 2,521,955.79	
Contingency - Dry Period	\$ 96,000.00	\$ 271,000.00	
Contingency - Computer	\$ 10,000.00	\$ 10,000.00	
Contingency - Repair/Oper/Admin	\$ 30,000.00	\$ 30,000.00	
<b>Total</b>	<b>\$ 2,722,964.34</b>	<b>\$ 3,428,215.40</b>	
<b>Unrestricted Funds</b>			
Contingency	\$ 46,197.01	\$ 764,705.24	
Cal Trust	\$ 89,909.74	\$ 935,963.67	
General Fund Checking	\$ 192,304.30	\$ 849,213.99	
<b>Total</b>	<b>\$ 328,411.05</b>	<b>\$ 2,549,882.90</b>	
<b>Total of all Funds</b>	<b>\$ 9,066,587.73</b>	<b>\$ 12,446,187.56</b>	<b>\$ (3,379,599.83)</b>

Pleasant Valley Recreation and Park District  
 Finance Report  
 November 2019

	Date	Amount	
Accounts Payables:	11/1/19-11/30/19	\$ 500,026.88	
	<b>Total</b>	<b>\$ 500,026.88</b>	
Payroll (Total Cost):	11/14/2019	\$ 143,286.04	
	11/28/2019	\$ 143,445.35	
	<b>Total</b>	<b>\$ 286,731.39</b>	
 Outgoing: Online Payments			
	11/4/2019	\$ 166.14	09/2019 AFLAC
	11/4/2019	\$ 521.25	VSP- Vision Insurance
	11/4/2019	\$ 1,934.39	The Hartford
	11/4/2019	\$ 2,172.84	The Guardian- Dental Insurance
	11/5/2019	\$ 29,183.61	CALPERS- Health Insurance
	11/6/2019	\$ 463.20	10/2019 AFLAC
	11/6/2019	\$ 4,212.73	WEX (76) Fuel
	11/7/2019	\$ 633.00	EDD- SUI
	11/6/2019	\$ 102.80	Culligan Water
	11/12/2019	\$ 10,087.67	Southern CA Edison
	11/12/2019	\$ 24,861.15	City OF Camarillo- Water
	11/12/2019	\$ 32.35	Culligan Water
	11/12/2019	\$ 14,359.39	CALPERS- Ret.- P/R- 10/31/2019
	11/14/2019	\$ 14,946.68	CALPERS- Ret.- P/R- 11/14/2019
	11/19/2019	\$ 109.82	CALPERS- Ret.- A. Wheat- PR 10/31/19
	11/19/2019	\$ 1,000.00	CALPERS- SSA Fee
	11/20/2019	\$ 463.20	11/2019 AFLAC
	11/21/2019	\$ 1,765.81	So Cal Gas Co.
	11/21/2019	\$ 4,797.44	Southern CA Edison
	11/21/2019	\$ 11,677.88	City of Camarillo- Water
	11/22/2019	\$ 20,477.26	City of Camarillo- Water
	11/26/2019	\$ 16.99	Spectrum Business- Cable Service
	11/26/2019	\$ 63.48	City OF Camarillo- Water
	11/26/2019	\$ 1,999.60	So Cal Gas Co.
	11/27/2019	\$ 14,834.68	CALPERS- Ret.- P/R- 11/28/2019
	11/27/2019	\$ 4,336.74	EJ Harrison- 11/2019 Trash Bill
	11/27/2019	\$ 71.65	Sprint
	11/27/2019	\$ 12,675.62	City of Camarillo- Water
	11/27/2019	\$ 342.50	Southern CA Edison
	<b>Total</b>	<b>\$ 178,309.87</b>	
	<b>Grand Total</b>	<b>\$ 965,068.14</b>	

Pleasant Valley Recreation & Park District  
 FY 19-20 Investments Summary

10-Sep-19

Purchase Date	Maturity Date	Purchase Price	Purchase Price	Market Price	Accrued Interest	Est. Annual Income	Est. Yield	Cur. Market Value	Int. Received Since Inception
2/12/2016	2/12/2020	245,000.00	245,000.00	99.9210	199.36	4,042.50	1.65%	244,806.35	15,162.26
2/10/2016	2/10/2021	200,000.00	200,000.00	100.4040	544.93	3,900.00	1.94%	200,808.00	13,644.66
2/12/2016	2/12/2021	200,000.00	200,000.00	99.8640	456.44	3,400.00	1.70%	199,738.00	11,895.34
<b>MBS Investments Total</b>									<b>40,702.26</b>

**MBS Investments:**

Firebank P R Santhrace  
 Goldman Sachs BK USA New York CTF Dep A  
 Everbank Jacksonville Fla

**MBS Interest Summary**

FY15-16 Interest	FY16-17 Interest	FY17-18 Interest	FY18-19 Interest	2019-2020 Q1 Interest	2019-2020 Q2 Interest	2019-2020 Q3 Interest	2019-2020 Q4 Interest	2019-2020 YTD Interest	Int. Received Since Inception
1,340.13	11,362.53	11,342.53	11,342.53	4,638.94	-	-	-	4,638.94	40,026.66

YTD Dividends and Interest

**LAIF:**

\$ 16,747.77

**Ventura County Pool & CALTRUST**  
 County Pool Restricted -0241  
 CALTRUST & County Unrestricted- 0240

\$ 15,292.89  
 \$ 8,076.65

**Pacific Western Bank Accounts**

457 Pension Assessment District  
 Capital Contingency  
 Debt Service  
 Quimby

\$ 50.47  
 \$ 458.48  
 \$ 73.84  
 \$ 208.29  
 \$ 240.86  
 \$ 166.33

**Total Invested Balance Including MBS**

9,083,801.54

**Interest Earnings Summary**

Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	2019-2020 YTD Interest Earned
45,954.52	-	-	-	45,954.52

Total Dividends and Interest

\$ 45,954.52

## MBS -- Multi Bank Securities

MBS - US Treasury Type	July 11 2018	Aug 9 2018	Sept 11 2018	Oct 15 2018	Nov 11 2018	Dec 11 2018	Jan 11 2019	Feb 11 2019	March 13 2019
US 3 Month	1.922%	2.003%	2.095%	2.228%	2.327%	2.344%	2.345%	2.375%	2.388%
US 6 Month	2.085%	2.173%	2.255%	2.395%	2.464%	2.475%	2.437%	2.432%	2.445%
US 1 Year	2.260%	2.343%	2.435%	2.567%	2.637%	2.595%	2.490%	2.458%	2.435%
US 2 Year	2.582%	2.649%	2.744%	2.853%	2.924%	2.754%	2.537%	2.490%	2.463%
US 3 Year	2.672%	2.728%	2.820%	2.941%	2.990%	2.751%	2.504%	2.467%	2.433%
US 5 Year	2.752%	2.811%	2.869%	3.012%	3.039%	2.726%	2.520%	2.475%	2.522%
	<b>April 9 2019</b>	<b>May 8 2019</b>	<b>June 10 2019</b>	<b>July 9 2019</b>	<b>Aug 12 2019</b>	<b>Sept 12 2019</b>	<b>Oct 9 2019</b>	<b>Nov 12 2019</b>	<b>Dec 11 2019</b>
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%

## Ventura County Pool

Investment Name	June 2018	July 2018	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019
<b>Ventura County Pool</b>	1.963%	2.072%	2.136%	2.135%	2.293%	2.433%	2.483%	2.757%	2.669%
	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019
<b>Ventura County Pool</b>	2.655%	2.677%	2.686%	2.707%	2.639%	2.563%	2.497%	2.363%	2.259%

• Rates are determined at the end of the month

## Local Agency Investment Fund (LAIF)

Investment Name	June 2018	July 2018	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019
<b>Local Agency Investment Fund (LAIF)</b>	1.854%	1.944%	1.998%	2.160%	2.144%	2.208%	2.291%	2.355%	2.392%
	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019
<b>Local Agency Investment Fund (LAIF)</b>	2.436%	2.445%	2.449%	2.428%	2.379%	2.341%	2.280%	2.190%	2.150%

## Cal Trust

Investment Name	June 2018	July 2018	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019
<b>Cal Trust</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.54%	2.52%
	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019
<b>Cal Trust</b>	2.52%	2.58%	2.54%	2.59%	2.38%	2.26%	2.17%	2.06%	2.02%



P.O. BOX 6343  
FARGO ND 58125-6343



**ACCOUNT NUMBER**  
**STATEMENT DATE** 11-22-2019  
**AMOUNT DUE** \$23,251.82  
**NEW BALANCE** \$23,251.82

PAYMENT DUE ON RECEIPT

000002292 01 SP 0.560 106481098540987 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

002325182 002325182

Please tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

PLEASANT VALLEY REC 1246 0445 5576 4921	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$13,446.39	\$23,362.66	\$0.00	\$0.00	\$0.00	\$110.84	\$13,446.39	\$23,251.82

**CORPORATE ACCOUNT ACTIVITY**

PLEASANT VALLEY REC PRK

**TOTAL CORPORATE ACTIVITY**  
\$13,446.39CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-06	11-06	747982693100000000000015	PAYMENT - 2384 00000 A	13,446.39 PY

**NEW ACTIVITY**

JANE RAAB  
CREDITS \$0.00  
PURCHASES \$108.25  
CASH ADV \$0.00  
TOTAL ACTIVITY \$108.25

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-23	10-22	24445009295300351133873	SUPPLIES OUTLET.COM 877-822-8659 NV	56.30
10-23	10-21	24445009295500325369194	99-CENTS-ONLY #0113 CAMARILLO CA	13.37
10-28	10-25	24231689299837000657201	SMART AND FINAL 400 CAMARILLO CA	38.58

**CUSTOMER SERVICE CALL**

800-344-5696

**ACCOUNT NUMBER**

**ACCOUNT SUMMARY**

**STATEMENT DATE** 11/22/19  
**DISPUTED AMOUNT** .00

**AMOUNT DUE**

23,251.82

PREVIOUS BALANCE	13,446.39
PURCHASES & OTHER CHARGES	23,362.66
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	110.84
PAYMENTS	13,446.39
<b>ACCOUNT BALANCE</b>	<b>23,251.82</b>

**SEND BILLING INQUIRIES TO:**

U.S. Bank National Association

U.S. Bancorp Purchasing Card Program  
P.O. Box 6335  
Fargo, ND 58125-6335

Company Name: PLEASANT VALLEY REC PRK

Corporate Account Number:

Statement Date: 11-22-2019

NEW ACTIVITY

LEONORE YOUNG CREDITS \$15.00 PURCHASES \$528.47 CASH ADV \$0.00 TOTAL ACTIVITY \$513.47

Table with columns: Post Date, Tran Date, Reference Number, Transaction Description, Amount. Rows include transactions for ADOBE ACROPRO SUBS, TRADER JOE'S, VONS, J2 \*METROFAX, BANDITS GRILL & BAR, MSFT.

LANNY BINNFV CREDITS \$0.00 PURCHASES \$320.87 CASH ADV \$0.00 TOTAL ACTIVITY \$320.87

Table with columns: Post Date, Tran Date, Reference Number, Transaction Description, Amount. Rows include transactions for SMART AND FINAL, 99-CENTS-ONLY, WAYFAIR.

CATLYN SIMBER-CLICKENER CREDITS \$0.00 PURCHASES \$897.18 CASH ADV \$0.00 TOTAL ACTIVITY \$897.18

Table with columns: Post Date, Tran Date, Reference Number, Transaction Description, Amount. Rows include transactions for LAKESHORE LEARNING, AMZN MKTP, STARBUCKS, WILSON LODGE FOOD SERV, MCDONALD'S, SIMPLYSTAMPS.COM, NOT JUST PRINTING, CAMARILLO FEED STORE, FUN EXPRESS, AMZN MKTP, CA PARK REC SOCIETY, B AND B DO IT CENTER, TARGET.

ICK MARIENTHAL CREDITS \$0.00 PURCHASES \$3,368.25 CASH ADV \$0.00 TOTAL ACTIVITY \$3,368.25

Table with columns: Post Date, Tran Date, Reference Number, Transaction Description, Amount. Rows include transactions for 76 - GSE 76 LAS POSAS, NASONS LOCK AND SECURITY.

Company Name: PLEASANT VALLEY REC PRK

Corporate Account Number:

Statement Date: 11-22-2019

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-15	11-14	24015179318001972856504	76 - GSE 76 LAS POSAS CAMARILLO CA	91.27
11-18	11-15	24453889320000012700044	DECOR WEST CAMARILLO CA	254.48
11-18	11-15	24692169320100491847932	THE HOME DEPOT 1012 CAMARILLO CA	250.97
11-20	11-18	24610439323010183531475	THE HOME DEPOT #1012 CAMARILLO CA	116.88
11-22	11-21	24632699326000922961448	MAIN ELECTRIC VENTURA VENTURA CA	2,363.63

**ERIC STORRIE**                      **CREDITS**                      **PURCHASES**                      **CASH ADV**                      **TOTAL ACTIVITY**  
\$0.00                      \$3,929.10                      \$0.00                      \$3,929.10

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-01	10-31	24755429305153054089906	TOTAL BARRICADE SERVICE I 805-4850345 CA	208.00
11-04	10-31	24755429305163058143211	TOTAL SIGNS AND SCREENPRI 805-4850345 CA	461.17
11-15	11-13	24639239318900013900015	VOGUE SIGN COMPANY 805-4877222 CA	950.36
11-18	11-17	24431069321083301550838	AMZN MKTP US*T55N93D83 AM AMZN.COM/BILL WA	380.72
11-21	11-19	24639239324900014200029	VOGUE SIGN COMPANY 805-4877222 CA	346.85
11-22	11-21	24906419325083246593868	FREDPRYOR CAREERTRACK 800-5563012 KS	1,582.00

**BRANDON LOPEZ**                      **CREDITS**                      **PURCHASES**                      **CASH ADV**                      **TOTAL ACTIVITY**  
\$0.00                      \$590.06                      \$0.00                      \$590.06

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-28	10-25	24231689298837000013612	JIFFY LUBE #3264 CAMARILLO CA	32.16
11-07	11-06	24692169311100650156803	CAMARILLO ALL OTHER 805-388-5320 CA	557.90

**MICHAEL CRUZ**                      **CREDITS**                      **PURCHASES**                      **CASH ADV**                      **TOTAL ACTIVITY**  
\$0.00                      \$434.86                      \$0.00                      \$434.86

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-24	10-22	24610439296010183412240	THE HOME DEPOT #1012 CAMARILLO CA	39.91
10-28	10-24	24610439298010186414779	THE HOME DEPOT #1012 CAMARILLO CA	36.85
10-31	10-30	24137469303300555633545	HOSE-MAN INC,THE OXNARD CA	7.89
11-01	10-30	24610439304010177323858	THE HOME DEPOT #1012 CAMARILLO CA	64.32
11-01	10-30	24610439304010177325200	THE HOME DEPOT #1012 CAMARILLO CA	67.47
11-04	10-31	24692169305100290672431	THE HOME DEPOT 1012 CAMARILLO CA	89.51
11-06	11-04	24610439309010182458439	THE HOME DEPOT #1012 CAMARILLO CA	45.38
11-11	11-08	24610439313010178414655	THE HOME DEPOT #1012 CAMARILLO CA	29.97
11-15	11-13	24610439318010182331387	THE HOME DEPOT #1012 CAMARILLO CA	53.56

**JOHN FLETCHER**                      **CREDITS**                      **PURCHASES**                      **CASH ADV**                      **TOTAL ACTIVITY**  
\$95.84                      \$1,216.60                      \$0.00                      \$1,216.60

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-24	10-22	24692169296100695543576	THE HOME DEPOT 1012 CAMARILLO CA	255.67
10-25	10-24	24431069298207707000325	BATTERIES PLUS #0320 CAMARILLO CA	13.93

Company Name: PLEASANT VALLEY REC PRK

Corporate Account Number:

Statement Date: 11-22-2019

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-11	11-07	74692169312100649683697	THE HOME DEPOT 1012 CAMARILLO CA	95.84 CR
11-11	11-07	24692169312100649683262	THE HOME DEPOT 1012 CAMARILLO CA	300.00
11-20	11-19	24453889324000013000119	DECOR WEST CAMARILLO CA	508.95
11-20	11-18	24692169323100307393870	THE HOME DEPOT 1012 CAMARILLO CA	98.05
11-22	11-21	24492159325740215938042	SQ *MAINTENANCE SUP VENTURA CA	40.00

MICHAEL GUERRERO	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$169.28	\$0.00	\$169.28

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-01	10-30	24610439304010177321308	THE HOME DEPOT #1012 CAMARILLO CA	169.28

MARY OTTEN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$133.57	\$0.00	\$133.57

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-30	10-28	24055229302206688100145	LAZ PARKING 670482 GLENDALE CA	8.00
10-30	10-28	24055229302286288900193	LAZ PARKING 670537 GLENDALE CA	15.20
10-31	10-29	24055229303286288900044	LAZ PARKING 670537 GLENDALE CA	15.20
11-20	11-19	24137469324001228358958	TST* SWEET LEW S PASO ROBLES CA	24.67
11-21	11-19	24299109324002743356630	7-ELEVEN 33567 CAMARILLO CA	51.00
11-21	11-20	24493989325091173001293	MONTEREY DNTWN GARAGES MONTEREY CA	10.00
11-22	11-21	24493989326091174000996	MONTEREY DNTWN GARAGES MONTEREY CA	9.50

STEVE REVELES	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$2,077.16	\$0.00	\$2,077.16

Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-28	10-24	24610439298010186412161	THE HOME DEPOT #1012 CAMARILLO CA	20.38
1-04	10-31	24707809305030041588822	BARON INDUSTRIES OXNARD CA	36.04
1-14	11-12	24755429317163175118290	YAMA LAWNMOWER SERVICE OXNARD CA	521.71
1-15	11-14	24015179318001973970841	76 - GSE 76 LAS POSAS CAMARILLO CA	123.23
1-15	11-14	24137469319600151372964	BIG BRAND TIRE #5 CAMARIL CARMARILLO CA	1,337.03
1-18	11-14	24755429319173191902666	YAMA LAWNMOWER SERVICE OXNARD CA	38.77

MILY RAAB	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$408.00	\$0.00	\$408.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-28	10-26	249064192299081711848819	HOO*HOOTSUITE INC 778-5889767 CA	348.00
1-06	11-04	24453519309030012421752	HOLIDAY CLEANERS CAMARILLO CA	30.00
1-14	11-12	24453519317030012616427	HOLIDAY CLEANERS CAMARILLO CA	30.00



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number:
Statement Date: 11-22-2019

**NEW ACTIVITY**

**ROBERT A CERASUOLO**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
    \$0.00                    \$8,451.81                    \$0.00                    \$8,451.81

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-01	10-30	24610439304010183623028	THE HOME DEPOT #6662 THOUSAND OAKS CA	1,155.32
11-01	10-30	24610439304010183623036	THE HOME DEPOT #6662 THOUSAND OAKS CA	159.80
11-19	11-18	24607949322207306000016	GOPHER SIGN COMPANY 651-698-5095 MN	6,895.75
11-21	11-19	24445009324500343086221	OPC*VENTURA RMA 925-855-5000 CA	235.87
11-21	11-19	24445009324500343086304	OPC MSC*SERVICE FEE 024 800-487-4567 NE	5.07

**ANTHONY MILLER**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
    \$0.00                    \$729.20                    \$0.00                    \$729.20

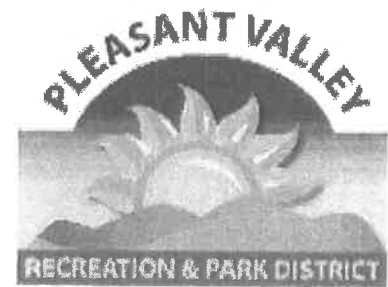
Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-23	10-21	24431069295708745130878	HOLIDAY INN EXPRESS MONT SEASIDE CA 11306973                    ARRIVAL: 11-12-19	168.17
10-28	10-24	24013399298003413204294	TOPPERS PIZZA PLACE 2 ONL CAMARILLO CA	87.85
10-28	10-24	24431069298975016430728	VONS #1672 CAMARILLO CA	11.99
11-04	11-01	24492159305852179468108	CA PARK REC SOCIETY 916-665-2777 CA	150.00
11-14	11-13	24231689317081317010675	CHILI'S SEASIDE SEASIDE CA	30.76
11-14	11-12	24316059317548531029008	SHELL OIL 57427678008 SEASIDE CA	49.00
11-18	11-14	24431069319708785855147	HOLIDAY INN EXPRESS MONT SEASIDE CA 11306973                    ARRIVAL: 11-12-19	168.17
11-18	11-16	24492159320719778070695	YELP-GRUBHUBSPASHCAF SEAMLESS.COM IL	12.27
11-18	11-15	24692169320100302024689	ARCO AM PM VENTURA CA	50.99

Department: 00000 Total: \$23,251.82  
 Division: 00000 Total: \$23,251.82

# Bank Reconciliation

## Board Audit

User: fsantos  
 Printed: 11/27/2019 - 9:35AM  
 Date Range: 11/01/2019 - 11/30/2019  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CALCARD CHARGES- 1	11/06/2019	64.00
22825	DIAL SECURITY	DIAL SECURITY: SEC. SERVICES	11/07/2019	200.00
22833	SHERI HUDSON	S.HUDSON: PERMIT REFUND	11/07/2019	300.00
22855	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 10/2019 INSUR/	11/07/2019	672.00
22856	CECE RUBIN	C.RUBIN: PERMIT REFUND	11/07/2019	50.00
22866	CHANNELAIRE CHORUS	CHANNELAIRE CHORUS: PERMIT	11/21/2019	300.00
22881	BRIDGE-VENTURA UNIT 547 ACB	BRIDGE-VENTURA UNIT 547 ACB	11/21/2019	100.00
22902	LYNDA TJARKS AGILITY PRODUC	LYNDA TJARKS AGILITY PROD.: 1	11/21/2019	300.00

Total for Department: 00 Non Departmentalized 1,986.00

### Department: 03 Recreation

0	US BANK	US BANK: CALCARD CHARGES- 1	11/06/2019	4,097.01
0	CAMILLE TORGESON	C.TORGESON: INSTRUCTOR FEES	11/08/2019	245.70
0	ELEONORA CORTINA	E.CORTINA: INSTRUCTOR FEES/Z	11/07/2019	64.35
0	JANE RAAB	J.RAAB: 10/2019 MILEAGE REIMB	11/21/2019	37.12
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/	11/08/2019	773.50
0	RIYA ATHWAL	R.ATHWAL: MILEAGE REIMBORS	11/07/2019	23.78
0	RONALD J. BRAND	R.BRAND: INSTRUCTOR FEES/MI	11/08/2019	98.80
0	TOMLINSON RAUSCHER	T.RAUSCHER: INSTRUCTOR FEES	11/08/2019	114.40
22819	DEBBIE LEE BAVARO	D.BAVARO: INSTRUCTOR FEES/H	11/07/2019	151.20
22820	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	11/07/2019	112.08
22822	JOSHUA CARTER-MCHALE	J. CARTER-MCHALE: INSTRUCTO	11/07/2019	62.40
22823	LARRY CHAVEZ	L.CHAVEZ: HEAD REFEREE	11/07/2019	250.00
22827	JENNIFER ERSONMEZ	J.ERSONMEZ: INSTRUCTOR FEES	11/07/2019	83.85
22830	LILIBETH GONZALEZ	FAMOUS TACO BAR: 2019 X/MAS	11/07/2019	429.00
22832	DANIEL E. HOWARD	D.HOWARD: INSTRUCTOR FEES/J	11/07/2019	104.00
22834	ALISON LITTLE	A.LITTLE: INSTRUCTOR FEES/SP/	11/07/2019	269.75
22835	LUTZ LISA/ETIQUETTE OF VC	L.LUTZ: INSTRUCTOR FEES/MAN	11/07/2019	137.80
22836	BRYAN MONKA	B.MONKA: MSA YOUTH SOCCER	11/07/2019	689.00
22838	DEBORAH NORRIS	D.NORRIS: INSTRUCTOR FEES/PI	11/07/2019	1,504.10
22844	SWORDS INC.	SWORDS, INC: INSTRUCTORS FEI	11/07/2019	427.70
22849	USPS BULK MAILING	USPS: PERMIT #PI 109/FOR ACTIV	11/07/2019	5,084.04
22851	RONDA WERNER	R.WERNER/THE FINISH LINE: SW	11/07/2019	647.24
22854	CALIFORNIA LUTHERAN UNIVER	CAL LUTHERAN: SUPERVISORY S	11/07/2019	790.00
22857	PAMELA ANN TAYLOR	P.TAYLOR/INSTRUCTOR FEES/TO	11/07/2019	295.10
22860	BARBARA G. GAGE	B.GAGE: INSTRUCTOR FEES/ART	11/08/2019	154.70
22865	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	11/21/2019	695.62
22872	EDWARD RESHEW	ELITE COMM: PVPRD T-SHIRTS	11/21/2019	4,337.19
22876	DUNCAN YOUNG	D.YOUNG: INSTRUCTOR FEES/TC	11/21/2019	1,241.50
22877	ACORN NEWSPAPERS	ACORN: DISPLAY ADV. RUMMAC	11/21/2019	257.60
22891	ADM GROUP INC.	ADM GROUP: INSTRUCTOR FEES	11/21/2019	832.00
22901	KIDZ LOVE SOCCER	KIDZ LOVE SOCCER: INSTRUCTC	11/21/2019	2,055.30
22904	LISA WYCKOFF	L.WYCKOFF: INSTRUCTOR FEES/	11/21/2019	122.85
22905	RUSSELL AVISON	R.AVISON: INSTRUCTOR FEES/PU	11/22/2019	900.90

Total for Department: 03 Recreation 27,089.58

### Department: 04 Parks

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	GRAINGER	GRAINGER: FOR CHEMICAL LINE	11/21/2019	17.90
0	US BANK	US BANK: CALCARD CHARGES- 5	11/06/2019	4,006.96
0	ARNULFO LOZA	A.LOZA: UNIFORM REIMBURSEM	11/21/2019	133.50
0	BRANDON LOPEZ	B.LOPEZ: TUITION REIMBURSEM	11/21/2019	725.00
0	CODY GILMER	C.GILMER: BOOTS REIMBURSEM	11/07/2019	277.21
0	DAVID SCHREIBER	D.SCHREIBER: UNIFORM REIMBU	11/21/2019	130.82
0	MICHAEL GUERRERO	M.GUERRERO: PANTS REIMBURS	11/07/2019	150.00
22815	ALTERNATIVE LED LLC	ALTERNATIVE LED: DEP. FOR LEI	11/07/2019	8,185.32
22816	AMERICAN TECHNOLOGIES, INC.	ATI: EMERGENCY SERVICES PERI	11/07/2019	174,955.64
22817	ANGEL'S SMOG CHECK TEST ONI	ANGEL'S SMOG CHECK: SMOG CI	11/07/2019	41.75
22818	B & B DO IT CENTER	B&B: Wii BOWLING BOXES/COMI	11/07/2019	384.28
22824	COUNTY OF VENTURA	COUTNY OF VENTURA: 8/2019 CI	11/07/2019	87.50
22826	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPPLY: JAN	11/07/2019	8,241.95
22829	FENCE FACTORY RENTALS	FENCE FACTORY RENTALS: TEMI	11/07/2019	102.96
22840	PHOENIX GROUP INFORMATION	PHOENIX INFO SYSTEM GRP.: 8/2	11/07/2019	291.96
22842	RAIN MASTER IRRIGATION SYST.	RAIN MASTER IRRIGATION SYS:	11/07/2019	568.10
22843	JEFFREY RODRIGUEZ	J.RODRIGUEZ: UNIFORM REIMBU	11/07/2019	129.82
22845	THE DETAIL DOCTOR	THE DETAIL DR.: POWER WASHEI	11/07/2019	150.00
22846	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECH: 12'X18" PAPER NC	11/07/2019	14.22
22848	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES: TEMP. R	11/07/2019	91.45
22854	CALIFORNIA LUTHERAN UNIVER	CAL LUTHERAN: SUPERVISORY S	11/07/2019	395.00
22855	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 10/2019 INSUR	11/07/2019	-28.78
22867	CITY OF CAMARILLO	CITY OF CAM- WATER: LS FREED	11/21/2019	10,469.52
22868	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: 10,	11/21/2019	54.00
22869	GOPHER SIGN COMPANY	GOPHER SIGN CO: FOR CAMGRO	11/21/2019	848.68
22873	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES:TEMP.RR	11/21/2019	317.25
22874	U-RENT INC.	U-RENT: CONCRETE GRINDER RI	11/21/2019	153.44
22875	VISTA FORD OF OXNARD	VISTA FORD: VEHICLE PARTS/VE	11/21/2019	190.80
22879	B & B DO IT CENTER	B&B: PAINT SUPPLIES- RM. 6/COM	11/21/2019	333.18
22880	BATTERIES PLUS BULBS 320	BATTERIES+BULBS: VEHICLE BA	11/21/2019	104.79
22882	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/CAL	11/21/2019	18,627.19
22883	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: IRRIGATION SU	11/21/2019	396.12
22884	COUNTY OF VENTURA	CTY OF VENTURA ENV. HLTH DI	11/21/2019	803.88
22885	DIAL SECURITY	DIAL SECURITY:SEC. SERV.- 10/2	11/21/2019	200.00
22886	FERGUSON ENTERPRISES INC. #1	FERGUSON: 1 QT SIZZLE & WAX I	11/21/2019	74.75
22887	FRONTIER FIRE PROTECTION	FRONTIER FIRE PROTECTION: AN	11/21/2019	1,234.43
22888	SITEONE LANDSCAPE SUPPLY LI	SITEONE LS SUPPLY: IRRIGATION	11/21/2019	832.72
22890	W & S SERVICES	W&S: SEWER SERVICE CHARGE/1	11/21/2019	514.80
22892	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: 1	11/21/2019	947.39
22894	BLACK GOLD INDUSTRIES	BLACK GOLD INDUSTRIES: LIGH	11/21/2019	966.17
22896	COUNTY OF VENTURA	COUNTY OF VENTURA: ANNUAL	11/21/2019	892.69
22897	EMPIRE CLEANING SUPPLY	EMPIRE: JANITORIAL SUPPLIES/C	11/21/2019	324.59
22898	FRONTIER FIRE PROTECTION	FRONTIER FIRE PROTECTION:AN	11/21/2019	1,080.16
22903	MELESIO ANTONIO PEREZ	M.PEREZ/PROF. WINDOW TINTIN	11/21/2019	870.00

Total for Department: 04 Parks

239,289.11

Department: 05 Administration

0	US BANK	US BANK: CALCARD CHARGES- 5	11/06/2019	2,440.51
0	CHERYL PETERSON	C.PETERSON: 10/2019 MILEAGE R	11/07/2019	23.78
0	Stephanie McClure	S.MCCLURE: MILEAGE REIMBUR	11/08/2019	8.12
22821	CALIFORNIA SPECIAL DIST. ASSC	CSDA: MEMBERSHIP RENEWAL &	11/07/2019	7,815.00
22831	GRANICUS, INC	GRANICUS: WEBSITE SERVICE &	11/07/2019	10,753.97
22850	VCSDA	VCSDA: VCSDA MEETING 10/1/19-	11/07/2019	80.00
22852	ACCU-PRINTS/M&L PARTNERSHI	ACCU-PRINTS: FINGER PRINT PR	11/07/2019	15.00
22853	ALLCONNECTED, INC.	ALLCONNECTED: 11/2019 COMP. :	11/07/2019	964.00
22858	ACCU-PRINTS/M&L PARTNERSHI	ACCU-PRINTS: FINGER PRINT PR	11/08/2019	30.00
22859	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HLTH.: EE	11/08/2019	850.00
22861	J. THAYER COMPANY	J.THAYER: COLORED EXPANDING	11/08/2019	66.30
22870	KONICA MINOLTA	KONICA MINOLTA: 10/2019 MAIN'	11/21/2019	1,011.77
22871	MOSS,LEVY & HARTZHEIM	MOSS, LEVY & HARTZHEIM: AU	11/21/2019	3,000.00
22872	EDWARD RESHEW	ELITE COMM: PVPRD T-SHIRTS/H	11/21/2019	1,084.30
22878	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: 11/2019 1	11/21/2019	1,499.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
22889	STATE OF CALIFORNIA DEPT. OF	STATE OF CA- DEPT. OF JUSTICE:	11/21/2019	352.00
22895	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: FINGERPR	11/21/2019	102.00
22900	J. THAYER COMPANY	J.THAYER: POST-IT-NOTES, NONS	11/21/2019	318.31
Total for Department: 05 Administration				30,414.91
Total for Fund:10 General Fund				298,779.60



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
22837	NATURAL GREEN LANDSACAPES	NATURAL GREEN LANDSCAPE: 1	11/07/2019	15,615.08
Total for Department: 00 Non Departmentalized				15,615.08
Total for Fund:20 Assessment Fund				15,615.08

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES- 6	11/06/2019	2,837.91
22828	FAMCON PIPE AND SUPPLY INC.	FAMCON PIPE & SUPP.: PVC STRC	11/07/2019	77.22
22839	NV5 WEST INC.	NV5: PROF. SERVICES/CONCRETE	11/07/2019	2,679.50
22841	PUBLIC RESTROOM COMPANY	PUBLIC RR CO.:PROG. BILLING F.	11/07/2019	21,261.00
22847	UNITED CONSTRUCTION & LANI	UNITED CONSTRUCTION & L/S: A	11/07/2019	148,826.89
22873	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES: TEMP. R	11/21/2019	652.14
22883	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: PLUMBING SUP	11/21/2019	95.66
22888	SITEONE LANDSCAPE SUPPLY LI	SITEONE LS SUPPLY: IRRIGATION	11/21/2019	267.46
22893	B & B DO IT CENTER	B&B: WIRE, DALE & GLADE BRU	11/21/2019	94.42
22899	LESLIE S. GILMER III	L.GILMER: RET. WALL, IRON RAI	11/21/2019	8,840.00
Total for Department: 00				185,632.20
Total for Fund:30 Park Dedication Fund				185,632.20

Grand Total

500,026.88

**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: January 2, 2020**

**SUBJECT: FINANCE REPORT NOVEMBER 2019**

**SUMMARY**

Staff is presenting the District's financial report for Fund 10 General Fund, Fund 20 Assessment District Fund and Fund 30 Park Dedication Fund (Quimby Fees) for the month of November 2019 with a prior year comparison.

**ANALYSIS OF COMPARATIVE FINANCIAL THROUGH NOVEMBER 30, 2019**

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2019 through November 30, 2019 with a year-to-date comparison for the period of July 1, 2018 through November 30, 2018. The percentage rate used for the 2019-2020 fiscal year budget is 42% for Period 5 of the fiscal year.

**REVENUES**

Total revenue for the 5th month ending November 30, 2019 for Fund 10 (General Fund) has an overall increase of \$311,619. Most of the increase is due to 1) Hill Fire 2018 (\$156,693), 2) Needs Assessment Reimbursement from the City of Camarillo (\$95,716) 3) Donation (\$20,750) and various other revenue accounts.

Total revenue for the 5th month ending November 30, 2019 for Fund 20 (Assessment District) is at 0.39% of budget. The first installment of tax apportionment for fiscal year 2019-2020 will arrive around December 20, 2019. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then, the finance reports will reflect minimal activity in the revenue section of the report.

During Period 5 for Fund 30 (Park Dedication Fee) Shea Homes made a Park Dedication Fee payment of \$1,264,500 which has spiked revenue for Fund 30 as Park Dedication Fees are not budgeted.

**EXPENDITURES**

Personnel expenditures have increased by \$88,618 for FY 2019-2020 in comparison to personnel expense for the same time period as last year. This increase will be a constant for the first few months of the fiscal year, as the District paid the CalPERS Unfunded Liability in full for fiscal

year 2019-2020; the amount paid to CalPERS was \$349,318. The variance is made primarily up from two-line items: 1) PERS Unfunded Liability has an increase over prior year of (\$62,758) and 2) an increase in full-time wages of (\$52,703) and variances from prior year in various other personnel accounts.

Service and Supply expenditures for Fund 10 have increased \$273,814 in comparison to the same time period as last year. This is due to Hill Fire (\$248,694) and increases and decreases in various accounts to equate to the overall increase of \$273,814.

Fund 20 is at 22.11% in Personnel and 63.92% in Service and Supplies with the increase in Services and Supplies primarily due to the 2017 Certificate of Participation payment that was made. This makes Fund 20 appear to be over budget, but keep in mind the November payment is the only expense charged to that line item (line 7950).

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

Capital projects for fiscal year 2019-2020 are currently underway for Fund 10 and the project budgeted to Fund 30 Capital, the Pleasant Valley Aquatic Center Restroom and Shower Remodel, is starting to show activity.

#### **FISCAL IMPACT**

Overall the District is under the approved budget for Fund 10 by less than 1%. Fund 20 overall is over budget by 20.82%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

#### **RECOMMENDATION**

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

#### **ATTACHMENTS**

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

**General Ledger**  
**Fund 10 General Fund**  
**November 2019 42%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apport - Cur Year Secured	5110-5240	\$ (92,554.29)	\$ (126,836.13)	\$ (123,705.21)	\$ (6,561,872.00)	\$ (6,438,166.79)	1.89%
Interest Earnings	5310	\$ (5,405.10)	\$ (21,887.17)	\$ (37,815.31)	\$ (46,500.00)	\$ (8,684.69)	81.32%
Hill Fire 2018	5465	\$ -	\$ -	\$ (156,693.01)	\$ -	\$ 156,693.01	0.00%
Park Patrol Citations	5506	\$ -	\$ (6,070.83)	\$ (2,076.26)	\$ (4,950.00)	\$ (2,873.74)	41.94%
Contract Classes-Public Fees	5510	\$ (8,074.15)	\$ (73,434.31)	\$ (80,683.60)	\$ (255,485.00)	\$ (174,801.40)	31.58%
Public Fees	5511	\$ (10,078.50)	\$ (155,708.34)	\$ (165,350.85)	\$ (459,621.00)	\$ (294,270.15)	35.98%
Public Fees-Entry Fees	5520	\$ (4,657.50)	\$ (25,924.20)	\$ (25,465.76)	\$ (56,995.00)	\$ (31,529.24)	44.68%
Vending Concessions	5525	\$ -	\$ (1,492.38)	\$ (2,525.50)	\$ (3,446.00)	\$ (920.50)	73.29%
Rental	5530	\$ (33,272.16)	\$ (156,218.09)	\$ (165,279.56)	\$ (423,769.00)	\$ (258,489.44)	39.00%
Cell Tower Revenue	5535	\$ (10,843.80)	\$ (40,795.11)	\$ (42,254.55)	\$ (91,704.00)	\$ (49,449.45)	46.08%
Parking Fees	5540	\$ (312.57)	\$ (9,690.32)	\$ (7,569.68)	\$ (12,312.00)	\$ (4,742.32)	61.48%
Dues	5550	\$ -	\$ (765.00)	\$ 50.00	\$ (2,000.00)	\$ (2,050.00)	-2.50%
Activity Guide Revenue	5555	\$ -	\$ (8,125.75)	\$ (13,060.00)	\$ (18,000.00)	\$ (4,940.00)	72.56%
Sponsorships	5558	\$ -	\$ -	\$ (1,800.00)	\$ -	\$ 1,800.00	0.00%
Staffing Cost Recovery	5563	\$ (729.50)	\$ (2,831.04)	\$ (12,504.75)	\$ (16,880.00)	\$ (4,375.25)	74.08%
Special Event Permits	5564	\$ -	\$ (306.00)	\$ (100.00)	\$ (1,000.00)	\$ (900.00)	10.00%
Security Services Recovery	5566	\$ (600.00)	\$ -	\$ (1,450.00)	\$ -	\$ 1,450.00	0.00%
Donations	5570	\$ (154.00)	\$ (74,879.00)	\$ (95,629.50)	\$ (90,000.00)	\$ 5,629.50	106.26%
HCF Grant 2019	5573	\$ -	\$ (1.00)	\$ (23.65)	\$ -	\$ 23.65	0.00%
Other/Purchase Discount Taken	5575	\$ (3,364.55)	\$ (36,570.49)	\$ (38,711.92)	\$ (68,015.00)	\$ (29,303.08)	56.92%
Credit Card Processing Fee	5576	\$ (103.33)	\$ -	\$ (512.93)	\$ -	\$ 512.93	0.00%
Cash Over/Under	5580	\$ -	\$ (19.00)	\$ (55.00)	\$ -	\$ 55.00	0.00%
Incentive Income	5585	\$ (20.56)	\$ (661.50)	\$ (686.12)	\$ (1,900.00)	\$ (1,213.88)	36.11%
Reimbursement - ROPS	5600	\$ -	\$ (183,619.00)	\$ (188,584.61)	\$ (100,000.00)	\$ 88,584.61	188.58%
Reimb-Needs Assessment/LPA	5605	\$ (64,260.17)	\$ (516.00)	\$ (75,482.17)	\$ -	\$ 75,482.17	0.00%
<b>Revenue</b>		<b>\$ (234,430.18)</b>	<b>\$ (926,350.66)</b>	<b>\$ (1,237,969.94)</b>	<b>\$ (8,214,449.00)</b>	<b>\$ (6,976,479.06)</b>	<b>15.07%</b>
<b>YTD Comparison</b>				<b>\$ (311,619.28)</b>			
<b>Expense</b>							
Full Time Salaries	6100	\$ 185,109.11	\$ 873,686.81	\$ 926,389.16	\$ 2,650,972.00	\$ 1,724,582.84	34.95%
Overtime Salaries	6101	\$ 2,503.93	\$ 19,450.49	\$ 13,270.90	\$ 32,508.00	\$ 19,237.10	40.82%
Car Allowance	6105	\$ 830.74	\$ 4,575.70	\$ 4,569.07	\$ 10,800.00	\$ 6,230.93	42.31%
Cell Phone Allowance	6108	\$ 1,252.00	\$ 6,886.86	\$ 6,293.00	\$ 15,420.00	\$ 9,127.00	40.81%
Part-Time Salaries	6110	\$ 36,097.79	\$ 295,283.30	\$ 285,975.40	\$ 510,254.00	\$ 224,278.60	56.05%
Retirement	6120	\$ 29,861.02	\$ 156,408.18	\$ 157,436.74	\$ 450,140.00	\$ 292,703.26	34.98%
457 Pension	6121	\$ 87.17	\$ 6,500.74	\$ 6,260.49	\$ 7,445.00	\$ 1,184.51	84.09%
Employee Insurance	6130	\$ 17,966.60	\$ 93,699.02	\$ 83,493.08	\$ 304,641.00	\$ 221,147.92	27.41%
Workers Compensation	6140	\$ 11,513.56	\$ 71,953.96	\$ 67,586.90	\$ 172,200.00	\$ 104,613.10	39.25%
Unemployment Insurance	6150	\$ 633.00	\$ 1,103.00	\$ 633.00	\$ 5,000.00	\$ 4,367.00	12.66%
Loan - Pension Obligation	6160	\$ -	\$ 119,127.15	\$ 122,627.70	\$ 250,532.00	\$ 127,904.30	48.95%
PERS Unfunded Liability	6170	\$ -	\$ 286,560.00	\$ 349,318.00	\$ 348,560.00	\$ (758.00)	100.22%
<b>Personnel</b>		<b>\$ 285,854.92</b>	<b>\$ 1,935,235.21</b>	<b>\$ 2,023,853.44</b>	<b>\$ 4,758,472.00</b>	<b>\$ 2,734,618.56</b>	<b>42.53%</b>
<b>YTD Comparison</b>				<b>\$ 88,618.23</b>			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 1,571.50	\$ 4,836.59	\$ 7,775.31	\$ 20,804.00	\$ 13,028.69	37.37%
Internet Services	6220	\$ 12,057.97	\$ 15,613.76	\$ 21,416.78	\$ 27,492.00	\$ 6,075.22	77.90%
IT Infrastructure	6230	\$ 72.42	\$ -	\$ 115.85	\$ 2,400.00	\$ 2,284.15	4.83%
Computer Hardware/Software	6240	\$ -	\$ -	\$ 1,367.64	\$ 13,264.00	\$ 11,896.36	10.31%
Pool Chemicals	6310	\$ -	\$ 3,203.48	\$ 1,709.16	\$ 11,500.00	\$ 9,790.84	14.86%
Janitorial Supplies	6320	\$ 688.38	\$ 26,418.47	\$ 17,566.70	\$ 53,400.00	\$ 35,833.30	32.90%
Kitchen Supplies	6330	\$ -	\$ 273.68	\$ 190.56	\$ 2,400.00	\$ 2,209.44	7.94%
Food Supplies	6340	\$ 858.00	\$ 2,707.52	\$ 1,073.72	\$ 18,800.00	\$ 17,726.28	5.71%
Water Maint & Service	6350	\$ 135.15	\$ 340.10	\$ 396.22	\$ 1,176.00	\$ 779.78	33.69%
Laundry/Wash Service	6360	\$ 34.00	\$ 48.00	\$ 34.00	\$ 680.00	\$ 646.00	5.00%
Medical Supplies	6380	\$ -	\$ -	\$ 21.98	\$ 850.00	\$ 828.02	2.59%
Insurance Liability	6410	\$ -	\$ 57,572.00	\$ 71,100.50	\$ 143,930.00	\$ 72,829.50	49.40%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ 4,758.25	\$ 17,584.24	\$ 18,585.20	\$ 48,000.00	\$ 29,414.80	38.72%
Vehicle Maintenance	6520	\$ 1,642.87	\$ 11,717.97	\$ 6,464.72	\$ 35,400.00	\$ 28,935.28	18.26%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Building Repair	6610	\$ 3,567.10	\$ 38,126.86	\$ 32,939.49	\$ 93,250.00	\$ 60,310.51	35.32%
HVAC	6620	\$ -	\$ 3,276.53	\$ 735.02	\$ 10,240.00	\$ 9,504.98	7.18%
Playground Maintenance	6630	\$ 30.11	\$ 12,229.64	\$ 18,030.73	\$ 30,000.00	\$ 11,969.27	60.10%
Hill Fire 2018	6640	\$ 177,029.64	\$ 145.00	\$ 248,839.54	\$ -	\$ (248,839.54)	0.00%
Grounds Maintenance	6710	\$ 4,807.04	\$ 31,010.18	\$ 27,574.60	\$ 91,280.00	\$ 63,705.40	30.21%
Tree Care - Assess	6719	\$ -	\$ 7,081.50	\$ 8,625.00	\$ 28,000.00	\$ 19,375.00	30.80%
Contracted LS Services	6720	\$ -	\$ 832.10	\$ -	\$ -	\$ -	0.00%
Park Amenities - Assess	6722	\$ -	\$ -	\$ 2,785.65	\$ -	\$ (2,785.65)	0.00%
Park Signage (Branding)	6725	\$ -	\$ 85.29	\$ -	\$ -	\$ -	0.00%
Contracted Pest Control	6730	\$ -	\$ 575.00	\$ 740.00	\$ 2,000.00	\$ 1,260.00	37.00%
Rubbish & Refuse	6740	\$ 6,250.30	\$ 21,517.92	\$ 32,988.92	\$ 73,586.00	\$ 40,597.08	44.83%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Memberships	6810	\$ 127.63	\$ 11,754.63	\$ 12,420.26	\$ 16,245.00	\$ 3,824.74	76.46%
Office Supplies	6910	\$ 964.14	\$ 5,685.25	\$ 7,251.67	\$ 23,671.00	\$ 16,419.33	30.64%
Postage Expense	6920	\$ 14.35	\$ 6,094.41	\$ 11,464.43	\$ 22,540.00	\$ 11,075.57	50.86%
Advertising Expense	6930	\$ 257.60	\$ 3,957.74	\$ 1,710.60	\$ 5,840.00	\$ 4,129.40	29.29%

**General Ledger**  
**Fund 10 General Fund**  
**November 2019 42%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Printing Charges	6940	\$ 1,011.77	\$ 7,095.95	\$ 4,552.70	\$ 13,598.00	\$ 9,045.30	33.48%
ActiveNet Charges	6950	\$ 2,642.46	\$ 23,304.93	\$ 24,536.36	\$ 61,209.00	\$ 36,672.64	40.09%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 459,455.00	\$ 459,455.00	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 593.16	\$ 605.73	\$ 1,233.00	\$ 627.27	49.13%
Comp Hardware/Software Exp	6990	\$ 14.99	\$ 2,758.77	\$ 59.96	\$ -	\$ (59.96)	0.00%
Fingerprint Fees (HR)	7010	\$ 499.00	\$ 464.00	\$ 1,162.00	\$ 2,440.00	\$ 1,278.00	47.62%
Fire & Safety Insp Fees	7020	\$ 2,616.95	\$ 4,052.43	\$ 2,616.95	\$ 4,275.00	\$ 1,658.05	61.22%
Permit & Licensing Fees	7030	\$ 1,696.57	\$ 6,911.64	\$ 1,946.57	\$ 11,730.00	\$ 9,783.43	16.59%
State License Fee	7040	\$ -	\$ 755.00	\$ 852.50	\$ 800.00	\$ (52.50)	106.56%
Professional Services	7100	\$ 1,084.13	\$ -	\$ 1,084.13	\$ 20,000.00	\$ 18,915.87	5.42%
Legal Services	7110	\$ -	\$ 21,422.50	\$ 18,495.69	\$ 78,000.00	\$ 59,504.31	23.71%
Typeset and Print Services	7115	\$ -	\$ 12,169.07	\$ 14,019.45	\$ 40,400.00	\$ 26,380.55	34.70%
Instructor Services	7120	\$ 7,111.65	\$ 58,655.05	\$ 48,431.46	\$ 162,847.00	\$ 114,415.54	29.74%
PERS Admin Fees	7125	\$ 1,086.75	\$ 412.08	\$ 1,243.73	\$ 1,550.00	\$ 306.27	80.24%
Audit Services	7130	\$ 3,000.00	\$ 4,000.00	\$ 5,100.00	\$ 20,175.00	\$ 15,075.00	25.28%
Medical & Health Svcs (HR)	7140	\$ 850.00	\$ 995.00	\$ 2,002.50	\$ 9,250.00	\$ 7,247.50	21.65%
Security Services	7150	\$ -	\$ 2,512.95	\$ 306.96	\$ 9,530.00	\$ 9,223.04	3.22%
Entertainment Services	7160	\$ -	\$ 974.99	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ 685.05	\$ 48,651.51	\$ 33,700.55	\$ 61,788.00	\$ 28,087.45	54.54%
Conversion Adjustment	7185	\$ (52,050.17)	\$ -	\$ (52,050.17)	\$ -	\$ 52,050.17	0.00%
Umpire/Referee Services	7190	\$ -	\$ 500.00	\$ 669.00	\$ 1,877.00	\$ 1,208.00	35.64%
Subscriptions	7210	\$ -	\$ 437.33	\$ 1,149.45	\$ 4,712.00	\$ 3,562.55	24.39%
Rents & Leases - Equip	7310	\$ 1,277.14	\$ 12,595.08	\$ 8,223.93	\$ 41,750.00	\$ 33,526.07	19.70%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ 138.24	\$ 420.31	\$ 529.98	\$ 2,245.00	\$ 1,715.02	23.61%
Supplies	7420	\$ 2,310.65	\$ 1,757.11	\$ 3,237.71	\$ 9,250.00	\$ 6,012.29	35.00%
Bingo Supplies	7430	\$ 807.70	\$ 3,229.35	\$ 2,809.84	\$ 9,600.00	\$ 6,790.16	29.27%
Sporting Goods	7440	\$ 6.75	\$ 1,055.45	\$ 2,533.80	\$ 7,900.00	\$ 5,366.20	32.07%
Arts and Craft Supplies	7450	\$ -	\$ 52.48	\$ 26.36	\$ 2,430.00	\$ 2,403.64	1.08%
Training Supplies	7460	\$ -	\$ 225.00	\$ 210.00	\$ 2,500.00	\$ 2,290.00	8.40%
Camp Supplies	7470	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Small Tools	7500	\$ 91.88	\$ 3,364.85	\$ 1,541.06	\$ 6,000.00	\$ 4,458.94	25.68%
Safety Supplies	7510	\$ -	\$ 679.72	\$ 3,274.64	\$ 6,855.00	\$ 3,580.36	47.77%
Uniform Allowance	7610	\$ 5,942.84	\$ 1,155.14	\$ 6,889.19	\$ 12,450.00	\$ 5,560.81	55.33%
Safety Clothing	7620	\$ 150.00	\$ 796.35	\$ 1,104.96	\$ 6,054.00	\$ 4,949.04	18.25%
Conference&Seminar Staff	7710	\$ 1,905.00	\$ 6,277.82	\$ 12,368.29	\$ 27,510.00	\$ 15,141.71	44.96%
Conference&Seminar Board	7715	\$ 60.00	\$ 80.00	\$ 230.00	\$ 4,450.00	\$ 4,220.00	5.17%
Conference&Seminar Travel Exp	7720	\$ 829.89	\$ 5,002.41	\$ 3,808.87	\$ 13,117.00	\$ 9,308.13	29.04%
Out of Town Travel Board	7725	\$ -	\$ 1,418.82	\$ 846.72	\$ 6,556.00	\$ 5,709.28	12.92%
Private Vehicle Mileage	7730	\$ 105.56	\$ 797.44	\$ 806.08	\$ 4,287.00	\$ 3,480.92	18.80%
Buses/Excursions	7750	\$ -	\$ 12,753.54	\$ 4,336.94	\$ 26,700.00	\$ 22,363.06	16.24%
Tuition/Book Reimbursement	7760	\$ 725.00	\$ 925.73	\$ 1,268.75	\$ -	\$ (1,268.75)	0.00%
Utilities - Gas	7810	\$ 3,765.41	\$ 5,917.54	\$ 8,164.94	\$ 26,283.00	\$ 18,118.06	31.07%
Utilities - Water	7820	\$ 99,469.94	\$ 317,130.31	\$ 407,493.11	\$ 825,373.00	\$ 417,879.89	49.37%
Utilities - Electric	7830	\$ 15,178.57	\$ 79,518.76	\$ 75,535.69	\$ 240,864.00	\$ 165,328.31	31.36%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 14,235.00	\$ 10,000.00	\$ (4,235.00)	142.35%
Awards and Certificates	7910	\$ 1,071.26	\$ 3,799.25	\$ 6,279.18	\$ 20,995.00	\$ 14,715.82	29.91%
Meals for Staff Training	7920	\$ 55.89	\$ 982.06	\$ 783.19	\$ 2,610.00	\$ 1,826.81	30.01%
Employee Morale	7930	\$ -	\$ 124.13	\$ 60.48	\$ 3,000.00	\$ 2,939.52	2.02%
COP Debt - PV Fields	7950	\$ 19,146.67	\$ 101,014.60	\$ 95,733.35	\$ 229,760.00	\$ 134,026.65	41.67%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 4,166.70	\$ 4,166.70	\$ 10,000.00	\$ 5,833.30	41.67%
Reserve Computer Fleet	7971	\$ 416.67	\$ 2,083.33	\$ 2,083.33	\$ 5,000.00	\$ 2,916.67	41.67%
Reserve Designated Project	7972	\$ -	\$ 8,333.35	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 37,500.00	\$ 37,500.00	\$ 90,000.00	\$ 52,500.00	41.67%
Reserve Repair/Oper/Admin	7975	\$ 1,666.67	\$ 12,500.00	\$ 8,333.33	\$ 20,000.00	\$ 11,666.67	41.67%
<b>Services and Supplies</b>		<b>\$ 348,570.66</b>	<b>\$ 1,105,010.85</b>	<b>\$ 1,378,825.20</b>	<b>\$ 3,426,776.00</b>	<b>\$ 2,047,950.80</b>	<b>40.24%</b>
<b>YTD Comparison</b>				<b>\$ 273,814.35</b>			
<b>Capital - Prior Year Projects</b>							
Sr/Community Rec Facility	8422	\$ -	\$ 1,032.00	\$ 7,270.00	\$ -	\$ (7,270.00)	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ 4,584.05	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 2,771.41	\$ -	\$ -	\$ -	0.00%
Springville Dog Park Wall	8436	\$ -	\$ 22,173.39	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ -	\$ 220.35	\$ -	\$ -	\$ -	0.00%
Bob Kildee Restroom Roof	8450	\$ -	\$ 15,613.00	\$ -	\$ -	\$ -	0.00%
Comm Ctr Exterior Restrooms	8454	\$ -	\$ 2,479.89	\$ -	\$ -	\$ -	0.00%
Mtr Enclosur-Enclnt,Fhll,Adolf	8456	\$ -	\$ -	\$ 7,872.15	\$ -	\$ (7,872.15)	0.00%
Amell Rnch Park Picnic Area	8457	\$ -	\$ 23,507.52	\$ -	\$ -	\$ -	0.00%
Pitts Ranch Park Pavilion	8458	\$ -	\$ -	\$ 29,256.49	\$ -	\$ (29,256.49)	0.00%
LPA Architects-CC/Gym/Sr Ctr	8463	\$ -	\$ -	\$ 19,690.15	\$ -	\$ (19,690.15)	0.00%
Amell Ranch Park Renovation	8464	\$ -	\$ -	\$ 30,779.13	\$ -	\$ (30,779.13)	0.00%
<b>Capital</b>		<b>\$ -</b>	<b>\$ 72,381.61</b>	<b>\$ 94,867.92</b>	<b>\$ -</b>	<b>\$ (94,867.92)</b>	<b>0.00%</b>
<b>Capital - Current Year Projects</b>							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Lamps/Pole Replacement at M.O.	8465	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 53,000.00	0.00%
L.E.D. Light SpringvilleTennis	8466	\$ 8,185.32	\$ -	\$ 8,185.32	\$ 22,000.00	\$ 13,814.68	37.21%
Charter Oaks Irrigation-Trees	8467	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%

**General Ledger**  
**Fund 10 General Fund**  
**November 2019 42%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Community Center Marquee	8468	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	0.00%
PVAC Pool Heater	8470	\$ -	\$ -	\$ 23,930.00	\$ 23,930.00	\$ -	100.00%
Cam Grove Play Equipment	8471	\$ -	\$ -	\$ -	\$ 34,117.00	\$ 34,117.00	0.00%
Freedom Park ParkingLot&Skyway	8472	\$ -	\$ -	\$ 321.66	\$ 250,000.00	\$ 249,678.34	0.13%
P.V. Fields Painting II	8473	\$ -	\$ -	\$ 13,690.00	\$ 15,000.00	\$ 1,310.00	91.27%
<b>Capital</b>		<b>\$ 8,185.32</b>	<b>\$ -</b>	<b>\$ 46,126.98</b>	<b>\$ 522,047.00</b>	<b>\$ 475,920.02</b>	<b>8.84%</b>
<b>Total Expenses</b>		<b>\$ 634,425.58</b>	<b>\$ 3,040,246.06</b>	<b>\$ 3,402,678.64</b>	<b>\$ 8,185,248.00</b>	<b>\$ 4,782,569.36</b>	<b>41.57%</b>
<b>YTD Comparison</b>				<b>\$ 362,432.58</b>			



**General Ledger  
Fund 20 Assessment District  
November 2019 42%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ (27.35)	\$ (57.46)	\$ (495.79)	\$ (1,078.00)	\$ (582.21)	45.99%
Assessment Revenue	5500	\$ -	\$ (6,609.68)	\$ (4,019.47)	\$ (1,150,444.00)	\$ (1,146,424.53)	0.35%
Staffing Cost Recovery	5563	\$ -	\$ (600.30)	\$ -	\$ -	\$ -	0.00%
<b>Revenue</b>		<b>\$ 27.35</b>	<b>\$ 7,267.44</b>	<b>\$ 4,515.26</b>	<b>\$ 1,151,522.00</b>	<b>\$ 1,147,006.74</b>	<b>0.39%</b>
<b>YTD Comparison</b>				<b>\$ (2,752.18)</b>			
<b>Expense</b>							
Full Time Salaries	6100	\$ 812.84	\$ 7,267.32	\$ 4,551.72	\$ 21,093.00	\$ 16,541.28	21.58%
Retirement	6120	\$ 122.28	\$ 1,192.91	\$ 696.25	\$ 3,896.00	\$ 3,199.75	17.87%
Employee Insurance	6130	\$ 184.26	\$ 1,020.95	\$ 950.80	\$ 3,025.00	\$ 2,074.20	31.43%
Workers Compensation	6140	\$ 78.40	\$ 792.19	\$ 464.35	\$ 2,120.00	\$ 1,655.65	21.90%
<b>Personnel</b>		<b>\$ 1,197.78</b>	<b>\$ 10,273.37</b>	<b>\$ 6,663.12</b>	<b>\$ 30,134.00</b>	<b>\$ 23,470.88</b>	<b>22.11%</b>
<b>YTD Comparison</b>				<b>\$ (3,610.25)</b>			
Incidental Costs - Assess	6709	\$ -	\$ 9,776.34	\$ 10,449.72	\$ 33,346.00	\$ 22,896.28	31.34%
Tree Care - Assess	6719	\$ -	\$ 32,475.00	\$ 25,950.00	\$ 55,000.00	\$ 29,050.00	47.18%
Contracted LS Services	6720	\$ 40,742.58	\$ 157,855.32	\$ 162,970.32	\$ 489,568.00	\$ 326,597.68	33.29%
Park Amenities - Assess	6722	\$ (1,677.70)	\$ -	\$ (1,677.70)	\$ 20,000.00	\$ 21,677.70	-8.39%
ActiveNet Charges	6950	\$ -	\$ 78.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 246,409.38	\$ 517,158.77	\$ 517,434.00	\$ 275.23	99.95%
<b>Expense</b>		<b>\$ 39,064.88</b>	<b>\$ 446,594.04</b>	<b>\$ 714,851.11</b>	<b>\$ 1,118,408.00</b>	<b>\$ 403,556.89</b>	<b>63.92%</b>
<b>YTD Comparison</b>				<b>\$ 268,257.07</b>			
<b>Total Expenses</b>		<b>\$ 40,262.66</b>	<b>\$ 456,867.41</b>	<b>\$ 721,514.23</b>	<b>\$ 1,148,542.00</b>	<b>\$ 427,027.77</b>	<b>62.82%</b>
<b>YTD Comparison</b>				<b>\$ 264,646.82</b>			

**General Ledger**  
**Fund 30 Park Dedication Fee (Quimby)**  
**November 2019 42%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ (167.00)	\$ (23,683.15)	\$ (30,980.92)	\$ (43,900.00)	\$ (12,919.08)	70.57%
MBS Interest Earnings	5320	\$ (332.26)	\$ (5,314.54)	\$ (4,971.20)	\$ -	\$ 4,971.20	0.00%
Park Dedication Fees	5400	\$ (1,264,500.00)	\$ -	\$ (1,356,700.46)	\$ -	\$ 1,356,700.46	0.00%
<b>Revenue</b>		<b>\$ 1,264,999.26</b>	<b>\$ 28,997.69</b>	<b>\$ 1,392,652.58</b>	<b>\$ 43,900.00</b>	<b>\$ (1,348,752.58)</b>	<b>3172.33%</b>
<b>YTD Comparison</b>				<b>\$ (1,356,700.46)</b>			

<b>Expense</b>							
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ActiveNet Charges	6950	\$ 47.00	\$ -	\$ 95.00	\$ -	\$ (95.00)	0.00%
<b>Services and Supplies</b>		<b>\$ 47.00</b>	<b>\$ -</b>	<b>\$ 95.00</b>	<b>\$ -</b>	<b>\$ (95.00)</b>	<b>0.00%</b>
<b>YTD Comparison</b>				<b>\$ 95.00</b>			

<b>Capital - Carry Over Projects</b>							
Valle Lindo Restroom/Pavilion	8444	\$ 152,848.47	\$ -	\$ 289,327.58	\$ -	\$ (289,327.58)	0.00%
Nancy Bush Park Playground	8445	\$ -	\$ 63,161.45	\$ -	\$ -	\$ -	0.00%
Nancy Bush Park-Picnic Area	8446	\$ -	\$ 16,650.60	\$ -	\$ -	\$ -	0.00%
Freedom Baseball Fields	8459	\$ 38,298.59	\$ 613.07	\$ 41,232.23	\$ -	\$ (41,232.23)	0.00%
Mel Vincent Park Restrooms	8460	\$ 35,149.51	\$ -	\$ 43,601.88	\$ -	\$ (43,601.88)	0.00%
<b>Capital</b>		<b>\$ 226,296.57</b>	<b>\$ 80,425.12</b>	<b>\$ 374,161.69</b>	<b>\$ -</b>	<b>\$ (374,161.69)</b>	<b>0.00%</b>

<b>Capital - Current Year Projects</b>							
PVAC Restroom & Shower	8469	\$ -	\$ -	\$ 19,132.14	\$ 500,000.00	\$ 480,867.86	3.83%
<b>Capital</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,132.14</b>	<b>\$ 500,000.00</b>	<b>\$ 480,867.86</b>	<b>3.83%</b>

<b>Park Dedication Fees (Quimby) CASH</b>						
Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date
7/31/2014	\$615,709.00	AMLI	\$441,823.80	\$720,600.00	\$173,885.20	7/31/2019
1/15/2015	\$2,250,489.00	Fairfield Camarillo LLC	\$896,584.20	\$ 1,600,000.00	\$1,353,904.80	1/31/2020
8/8/2016	\$2,649,209.00	Elacora Mission Oaks	\$189,887.74	\$ -	\$2,459,321.26	8/8/2021
8/10/2016	\$474,353.00	KB Homes	\$146,805.74	\$ 629,500.00	\$327,547.26	8/10/2021
6/7/2018	\$21,612.25	Crestview	\$ -	\$ -	\$21,612.25	6/7/2023
6/29/2018	\$96,391.39	Aldersgate Construction	\$ -	\$ -	\$96,391.39	6/29/2023
1/11/2019	\$50,291.16	Aldersgate Construction	\$ -	\$ -	\$50,291.16	1/11/2024
3/7/2019	\$85,242.00	Habitat for Humanity	\$ -	\$ -	\$85,242.00	3/7/2024
9/12/2019	\$92,200.46	Aldersgate Construction	\$ -	\$ -	\$92,200.46	9/12/2024
11/21/2019	\$1,264,500.00	Shea Homes	\$ -	\$ -	\$1,264,500.00	11/21/2024
<b>Total</b>	<b>\$7,549,997.26</b>		<b>\$1,675,101.48</b>		<b>\$5,874,895.78</b>	

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: January 2, 2020**

**SUBJECT: REVIEW AND ADOPT ORDINANCE NO. 11,  
REGARDING THE CHARGING OF PARKING FEES ON  
DISTRICT LANDS**

**SUMMARY**

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Currently, there is language in Section 118, 202, and 515 which needed further clarification.

**BACKGROUND**

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

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

**ANALYSIS**

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

These items were reviewed at the September Board Meeting at which time the Board recommended this item return to the Policy Committee for further discussion and recommendations. The following major revisions have been made to the document:

**Article I: General Conditions**

Section 118: Park Access During Permitted Activity – deleted entire paragraph

**Article II: Park Regulations**

Section 202: Vehicles and Parking, Subsection k – deleted entire paragraph

**Article V: Fees and Deposits**

Section 515 – Parking Fees - deleted “with approval by the Board Directors”

It is the recommendation of the Policy Committee to remove or edit these sections in Ordinance No. 8. In order to do this, staff developed Ordinance No. 11 which would simply amend Ordinance No. 8 as specified.

The District Board reviewed, read the complete Ordinance, and introduced Ordinance No. 11 at the December 3, 2019 Board meeting which was approved with no changes.

**FISCAL IMPACT**

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

**RECOMMENDATION**

It is recommended that the Board review and adopt Ordinance No. 11, amending Sections 118, Section 202, and Section 515. The District Board reviewed and introduced Ordinance No. 11 at the December 5, 2019 Board meeting.

**ATTACHMENTS**

- 1) Ordinance No. 8 (41 pages)
- 2) Ordinance No. 11 (2 pages)



**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT**

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

Board Introduction – October 4, 2017

Public Posting – September 19, 2017

Board Adoption – January 3, 2018

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

**ARTICLE I**

**GENERAL CONDITIONS**

SECTION 101- PURPOSE/SEVERABILITY .....	1
SECTION 102- DEFINITIONS .....	1
SECTION 103- AUTHORITY AND ENFORCEMENT .....	5
SECTION 104- COMPLIANCE .....	5
SECTION 105- ENFORCEMENT .....	5
SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES .....	6
SECTION 107- ADMINISTRATIVE PENALTY CITATIONS .....	8
SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES .....	8
SECTION 109- APPLICATION FOR USE .....	9
SECTION 110- RIGHT OF APPEAL .....	9
SECTION 111- INTERFERENCE .....	9
SECTION 112- LIABILITY .....	9
SECTION 113- USE OF DISTRICT LANDS .....	10
SECTION 114- PERMIT .....	10
SECTION 115- DISTRICT RIGHT TO ALTER USE .....	10
SECTION 116- VIOLATION OF PERMIT .....	10
SECTION 117- SALES, SOLICITATION AND UNLAWFUL ADVERTISING .....	10
SECTION 118- CONDUCTING BUSINESS IN DISTRICT PARK .....	11
SECTION 119- EQUESTRIAN ACCESS .....	14

**ARTICLE II**

**PARK REGULATIONS**

SECTION 201- EXCEPTION .....	15
SECTION 202- VEHICLES AND PARKING .....	15
SECTION 203- RIGHT OF APPEAL .....	16
SECTION 204- VEHICULAR TRESPASS .....	17
SECTION 205- FIREARMS AND WEAPONS .....	17
SECTION 206- HUNTING .....	17
SECTION 207- VANDALISM .....	17
SECTION 208- THROWING MISSILES .....	17
SECTION 209- AMPLIFIED SOUND .....	17
SECTION 210- GOLF .....	17
SECTION 211- MODEL CRAFT .....	18
SECTION 212- AIRCRAFT/HUMAN FLIGHT .....	18
SECTION 213- OVERNIGHT CAMPING .....	18
SECTION 214- FIREWORKS AND DANGEROUS OBJECTS .....	19
SECTION 215- NUDITY .....	19
SECTION 216- WASHING .....	19
SECTION 217- HOURS OF USE .....	19
SECTION 218- FLORA AND TURF .....	19

SECTION 219- ARCHAEOLOGICAL FEATURES .....	<u>2019</u>
SECTION 220- GEOLOGICAL FEATURES .....	20
SECTION 221- DOMESTIC ANIMALS.....	20
SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS .....	<u>2120</u>
SECTION 223- SALE OF ALCOHOLIC BEVERAGES.....	<u>2120</u>
SECTION 224- LITTER AND RUBBISH.....	21
SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS .....	21
SECTION 226- DUMPING.....	<u>2221</u>
SECTION 227- TRESPASSING .....	<u>2221</u>
SECTION 228- PARK CLOSURE .....	22
SECTION 229- ENTRY TO ACTIVITIES.....	22
SECTION 230- UNLAWFUL ADVERTISING .....	22
SECTION 231- USE OF DISTRICT VEHICLES AND EQUIPMENT BY NON-DISTRICT GROUPS .....	22
SECTION 232- UNLAWFUL CONSTRUCTION .....	<u>2322</u>
SECTION 233- PUBLIC URINATION.....	23
SECTION 234- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS .....	23
SECTION 235- DOG PARK RULES AND REGULATIONS.....	23
SECTION 236- DISORDERLY CONDUCT.....	25
SECTION 237- TENNIS COURTS .....	25

**ARTICLE III**

**PLEASANT VALLEY OPEN SPACE AREAS**

SECTION 301- EXCLUSIVE USE.....	26
SECTION 302- ACCESS .....	26
SECTION 303- OPENING AND CLOSING TIMES .....	26
SECTION 304- APPLICATION FOR USE.....	26
SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE .....	26
SECTION 306- GROUP USE .....	27
SECTION 307- OFF TRAILS .....	27
SECTION 308- CLOSURE/TRESPASS.....	27
SECTION 309- BICYCLES .....	27
SECTION 310- VEHICLES .....	27
SECTION 311- NATURE PRESERVES.....	27

**ARTICLE IV**

**REGULATIONS GOVERNING THE USE OF RECREATION BUILDINGS,  
ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES AND PICNIC AREAS**

SECTION 401- USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORT PARKS/COMPLEXES AND PICNIC AREAS .....	<u>2829</u>
SECTION 402- APPLICATION FOR USE AND SCHEDULING.....	<u>2829</u>
SECTION 403- EXTENDED USAGE.....	<u>2930</u>
SECTION 404- HOURS.....	<u>2930</u>
SECTION 405- RENTAL PERIODS .....	<u>2930</u>
SECTION 406- PRIORITY OF USE .....	<u>2930</u>
SECTION 407- DAMAGE TO DISTRICT PROPERTY .....	<u>2930</u>

SECTION 408- USE OF RESERVABLE PICNIC AREAS.....	<u>3031</u>
SECTION 409- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS. ....	31
SECTION 410- ALCOHOL IN RECREATION BUILDINGS AND PARKS....	31
SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS.....	<u>3031</u>
SECTION 412- USE OF SPORTS PARKS/COMPLEXES.....	32
SECTION 413- EXCLUSION FROM DISTRICT AREAS AND FACILITIES	<u>3132</u>

**ARTICLE V**

**FEES AND DEPOSITS**

SECTION 501- PURPOSE.....	<u>3233</u>
SECTION 502- FEES.....	<u>3233</u>
SECTION 503- BASIC RATE.....	<u>3233</u>
SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES .....	34
SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE.....	<u>3334</u>
SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION REFUND POLICY .....	<u>3435</u>
SECTION 507- PAYMENT OF DEPOSITS AND FEES .....	<u>3435</u>
SECTION 508- ALCOHOL PERMITS .....	<u>3435</u>
SECTION 509- SETUP .....	<u>3536</u>
SECTION 510- DECORATIONS .....	<u>3536</u>
SECTION 511- SECURITY .....	<u>3536</u>
SECTION 512- WAIVERS .....	<u>3537</u>
SECTION 513- FILMING.....	<u>3537</u>
SECTION 514- LIABILITY INSURANCE.....	<u>3637</u>
SECTION 515- PARKING FINES .....	<u>3637</u>

**ARTICLE VI**

**GENERAL**

SECTION 601- REPEAL OF PRIOR VERSIONS OF ORDINANCE NO. 8.....	38
SECTION 602- EFFECTIVE DATE.....	38
SECTION 603- PUBLICATION AND POSTING.....	38



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

## GENERAL CONDITIONS

### SECTION 101- PURPOSE/SEVERABILITY

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

### SECTION 102- DEFINITIONS

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

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

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

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

- c. **Sports Park** a park that is generally 10 acres or larger. These parks serve as a location to host competitive activities which through casual or organized participation provide competition and have governing bodies.
- ff. **“Permit”** shall mean a permit for use of parks, equipment, or buildings as provided for and defined within District ordinances.
- gg. **“Person”** shall mean any individual or group of individuals, and a natural person or any other legal entity, including its owners, majority stockholders, corporate officers, trustees, and general partners.
- hh. **“Resident Organizations”** shall mean public and private educational, service and civic groups and non-profit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth service.
- ii. **“Responsible Person”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- jj. **“Section”** shall mean a section of this Ordinance unless some other statute or policy is specifically identified.
- kk. **“Special Use Activities”** includes any event that requires careful evaluation of the Applicant’s participant access and risk management procedures, i.e. use of alcohol or dances.
- ll. **“Structure”** means anything constructed or erected which requires a location in or on the ground or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building’s architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet (6’) in height.
- mm. **“Trail”** shall mean any path or access through District lands, land maintained by District or open space constructed or maintained for the use of pedestrians, handicapped patrons, equestrians, or bicyclists.
- nn. **“Vehicle”** means every device by which any person or property is or may be transported or drawn upon a public street or highway excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks as defined in Section 670 of the California Vehicle Code.
  - a. **Oversized Vehicle** – is any motorized vehicle or combination of motorized vehicles and non-motorized vehicles or trailers that: 1) meets or exceeds twenty-two (22) feet in length at any time or 2) meets or exceeds the combination of both more than eight (8) feet in height and also exceeds seven (7) feet in width.

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

### **SECTION 103- AUTHORITY AND ENFORCEMENT**

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

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

### **SECTION 104- COMPLIANCE**

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

### **SECTION 105- ENFORCEMENT; PENALTIES**

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

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

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

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

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

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

#### **SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES**

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

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

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

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

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

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

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

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full citation amount, the District's third-party administrator shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District's third-party administrator shall notify the Citee of the date of the hearing.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the citee or the District's designated representative. All continuance requests must be made in writing and received by the District's third-party administrator at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District's third-party administrator. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District's third-party administrator at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the enforcement officer nor any other District representative shall be compelled to attend the hearing. However, any such appearance or submission may be made at the discretion of the enforcement officer.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation and any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or

authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

### **SECTION 107- ADMINISTRATIVE PENALTY CITATIONS**

Upon determining that a provision of this Ordinance has been violated, a Ranger has the authority to issue a civil penalty citation to any Responsible Person. A Responsible Person upon whom a citation is served is liable for and shall pay the penalties described in the citation. A citation may be issued for the violation of one or more ordinance sections and for each day that the violation exists. Hence, each ordinance violation is a separate violation and subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Responsible Person;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Ranger;
11. Date the citation is served; and
12. A distinct citation number.

A Ranger may personally deliver the citation to the Citee place the citation on the Citee's vehicle or may mail the citation by first class mail to the Citee's last known address.

### **SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION**



The District's Board of Directors has, by resolution, adopted a penalty/citation fine schedule to establish the amount for violations of any civil penalties and provisions of District ordinances. The Board reviews the penalty/citation fines periodically.

Citations shall be paid to the District's designated third-party administrator within 35 days of the due date. Citations not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a citation shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

#### **SECTION 109- APPLICATION FOR USE**

The General Manager is authorized to grant or deny all applications for use of District facilities. All applications for use of District parks, fields, or buildings shall be filed by an adult 18 years of age or older. The park, field, or facility is reserved only when the completed Application is accepted and approved by the District office after all applicable fees are paid.

All applications for use shall comply with the District's General Use Policy for specific requirements for the application process. All applications must comply with the insurance requirements as set forth in General Use Policy.

#### **SECTION 110- USE PERMIT RIGHT OF APPEAL**

An Applicant may appeal the decision of a District representative regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the Applicant may present any and all evidence, testimony, and information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the decision on the application and, if the decision is to issue the permit, add appropriate terms and conditions to the permit. The General Manager shall specify grounds for upholding the denial of a permit. The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five working days of the General Manager's decision.

#### **SECTION 111- INTERFERENCE**

No person shall attempt to use or interfere with the use of any facility which is reserved for another person or organization holding a permit.

#### **SECTION 112- LIABILITY**

As part of a use permit application, the Applicant must agree in writing to release and hold the District harmless, and to indemnify the District from any and all liability for injury to persons or property, including District Lands, occurring as the result of the activity being undertaken by the Applicant. Any person exercising any of the privileges authorized by this Ordinance does so at his/her own risk without liability on the part of the District for any injury to persons or property resulting therefrom.

These requirements may be waived by the General Manager, in his or her sole discretion, upon receipt of a written request for a waiver.

#### **SECTION 113- USE OF DISTRICT LANDS**

The District's reservable areas may be made available for the use of persons and groups subject to the issuance of a permit and the payment of required fees. A permit is required for the use of District Lands for assemblies or organized group. Each application for use of District Lands must be signed by an adult 18 years or older who agrees to be responsible for said use; however, when alcohol may be present an application must be signed by an adult 21 years or older. A group that exceeds the maximum attendance listed on its permit will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, an additional cleaning deposit, staff time, and any other costs incurred by the District as a result of a group's use of District Lands. The District will make arrangements for these items to be placed on District Lands and the cost of these items will be passed on to the Applicant.

#### **SECTION 114- PERMIT**

Pursuant to the application process set forth in Section 109, if approved, a use permit will be issued by the District.

#### **SECTION 115- DISTRICT RIGHT TO ALTER USE**

The District reserves the right to alter any previously scheduled use to minimize interference with District activities or to suspend an existing use application if the user or any of his or her agents, employees, or guests violates any section of the District's General Use Policy or any District ordinance or other applicable law.

#### **SECTION 116- VIOLATION OF PERMIT**

Violation of any terms, conditions, rules, and regulations of the permit by the permittee or any agent, guest, or employee of permittee is prohibited. The General Manager reserves the right to: (1) revoke any permit for a violation of terms of the permit or any District ordinance or other applicable law, with or without notice to the persons or organization to whom the permit was issued, and (2) enforce any applicable penalties as set forth in Section 105.

#### **SECTION 117- SALES, SOLICITATION, AND UNLAWFUL ADVERTISING**

To prevent littering and the destruction of District property, it is unlawful to post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill,

circular, notice, paper, banners, or advertising device or matter of any kind, in or upon any building, structure, pole, wire, or other architectural or natural feature of whatever character, or on vehicles. The only exception to this prohibition on posting is upon a bulletin board or such place especially designated and provided for such purposes by the District.

## SIGNAGE

- a) It is unlawful for any person to place or maintain any commercial sign, which includes billboards and banners, on any District property without District authorization.
- b) It is unlawful for any person to paint or attach any sign or advertisement to or upon any District property.
- c) Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.
- d) Exceptions to the provisions of this section shall be pre-approved by the General Manager.

Permission must be obtained from the General Manager before a permit is issued authorizing use of any park or building when the activity proposed is to be held for commercial activity including:

Advertising for sale any product, goods, wares, merchandise, services, or event.

Conducting or soliciting for any trade, occupation, business, service, or profession.

## SECTION 118 – CONDUCTING BUSINESS IN A DISTRICT PARK

“Business,” for the purpose of this section, means and includes any activity which involves the sale of any goods or services, whether conducted for profit or not, and regardless of by whom the activity is conducted.

- a. No one shall conduct any business in any District park except as provided in this section and section 117.
- b. Anyone desiring to conduct business in any District park shall apply to the District for a permit to do so, on an application form prepared by the District.
- c. Application Information required:
  1. Name and address and phone number of the Applicant, and if by a corporation, the officers of the corporation;
  2. A description of the park location at which it is desired to conduct such business;
  3. A copy of a current city business license, or proof of application;
  4. Types of any services or items to be sold;

5. Description of how business will be conducted, and a drawing of the vehicle or stand from which goods will be sold, to show its size, color, all proposed signage, etc., and a description of means by which goods will be transported to and from the site;
6. A statement signed by the Applicant agreeing to indemnify, defend and hold harmless the District and its directors, officers, and employees from any claims for injuries or damage alleged by any person to have been caused by such activity;
7. If goods are to be sold from any stand or cart, proof of insurance in the amount of \$1,000,000, or as required by District standards, to cover claims for injury or damages suffered or alleged to have been suffered by any person as a result of such activity, which insurance policy shall name the District as an additional insured and shall provide it cannot be canceled except after ten days' written notice to the District and proof of Worker's Compensation meeting the requirements of state law if applicable; and
8. Proof of application for all permits required by other public agencies such as County Health.

Issuance of a permit by the District shall not be deemed to be an endorsement by the District of any product or any form of District warranty concerning the product's fitness for use or consumption.

#### APPLICATION FEE AND REVIEW

Each application made under this section must be accompanied by a non-refundable fee of \$100 or it will not be accepted and all such applications shall be reviewed by District staff.

- a. No permit shall be issued if it is found that the application does not conform to this section or additional guidelines issued by the District, or it is found that its issuance would interfere with safe use by the public of any park or District Lands.
- b. The District may limit the number of any permits at any given park if it finds that such limitations is necessary to protect the public health and safety. Each permit shall include conditions such as hours of permitted use and other requirements found necessary. The District may refuse to issue permits during any District special events.
- c. No permit shall be issued for more than one year from the date of issue. A permit may be renewed upon application and payment of another application fee unless it has been found that the permittee has failed to comply with this section or to the terms and conditions under which it was issued, or it is found that such permit is inconsistent with the public safety or public use of such park or District property.
- d. All permits issued under this section shall be nontransferable and may be used only by the permittee. Fees in addition to the application fee may apply.

## OPERATION RESTRICTIONS

Each permittee shall comply with the following requirements as to operation:

- a. Prices of all items offered for sale must be conspicuously posted where the goods are sold.
- b. The permittee or his/her employee or agent shall pick up and keep the location and surrounding area (at least 50 feet in each direction) of his or her use free from all litter and permittee shall provide, and remove/empty at the end of each period of use, a suitable container for placement of litter by customers and other persons.
- c. The permittee shall conduct business only at the location or locations specified in the permit and during the hours specified on the permit.
- d. No stand or cart shall ever be left unattended, and each cart or stand shall be removed from its location each night between dusk and 7:00 am.

## PERMIT REVOCATION

The General Manager, in his or her discretion, may at any time revoke any permit issued under this section if he or she finds it necessary to do so to protect the public health and safety or if the permittee has violated any terms or conditions of such permit.

## PERMIT ISSUANCE

The General Manager may issue permits under this section when the conduct of the proposed trade, occupation, business, service, or profession is compatible with usual park activities and uses, is of convenience or benefit to park patrons, and does not conflict with the business of established concessions. A use fee may be charged to cover administrative costs of the issuance of such permit and costs associated with the use of District facilities.

No person shall, without a District permit, solicit, in any manner or for any purpose, or sell or offer for sale any goods, wares, or merchandise, or give or distribute handbills, advertising matter, or literature except under the following conditions:

- a. When a concession is operating under lease or contract authorized by the General Manager.
- b. When an athletic team that is a member of a community service organization and admits all members of the general public to the extent of capacity without discrimination and without charge to any game played, such athletic team may solicit voluntary contributions from the spectators attending such game.
- c. When found to be consistent with the policies of the District or to promote a District program under conditions prescribed by the General Manager.

- d. When all necessary fees and deposits and proof of insurance has been provided to the District.

It is unlawful for any person or persons to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any commercial or noncommercial handbill or unsolicited newspaper on any District Lands including vehicle windshields; however, it shall not be a violation of this section to hand out or to distribute handbills to any person.

#### ~~PARK ACCESS DURING PERMITTED ACTIVITY~~

~~A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.~~

#### **SECTION 119- EQUESTRIAN ACCESS**

The primary form of access into open space areas shall be via foot or horseback on equestrian trails. No person shall block, obstruct, or impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned, operated or maintained by the District, including but not limited to those equestrian trails and equestrian easements as shown on the final subdivision map of Tract No. 2706 (Las Posas Hills), recorded on October 5, 1979, in Book 84, page 50 of Miscellaneous Records in the office of the Country Recorder of Ventura County, California and as amended in the Judgment recorded on March 22, 1993 bearing Instrument Number 93-065046. Vehicular access for an emergency vehicle or to deliver supplies to a permitted group may be authorized by the District unless prohibited by the above-referenced Judgment. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

**ARTICLE II**  
**PARK REGULATIONS**

**SECTION 201- EXCEPTION**

This article does not apply to the operations of District-owned or operated vehicles or persons engaged in official District business.

**SECTION 202- VEHICLES AND PARKING**

Parking violations are a civil liability and will be subject to an administrative adjudication process as described in Section 106 of this Ordinance.

- a. Without written permission of the General Manager vehicles shall be operated on District Lands only on designated roadways.
- b. Park entrance or parking fee apply where designated and applicable: (a) No person or persons shall enter or remain on District property without having paid the established entrance and/or parking fees. All fees shall be paid at time of arrival either through the purchase of a daily parking permit or presentation of a current annual parking permit. The permit must be visible in the vehicle. (b) Anyone parking on District property pursuant to an overnight permit must show the permit to District staff and/or Park Ranger upon request.
- c. Without written permission of the General Manager vehicles shall not be parked on District property except within designated parking lot areas or within designated markings.
- d. Vehicles shall not be allowed on any grass areas unless the vehicle's owner receives prior written permission from the General Manager.
- e. Vehicles operated within the boundaries of public parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads. In no event shall a vehicle be driven on park property at a speed greater than 15 miles per hour.
- f. Vehicles are subject to removal from District property under the following circumstances:
  1. When a vehicle is parked or left standing on District property when the park is closed to public use.
  2. When a vehicle is parked or left standing upon a roadway in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway.

3. When a vehicle is parked in a manner that completely or partially blocks the entrance to a driveway.
  4. When a vehicle is parked so as to prevent access by firefighting equipment to a fire hydrant or emergency service.
  5. When a vehicle is parked in any parking restricted zone.
  6. When a vehicle has been parked on District property for more than eighteen (18) consecutive hours without a valid permit.
- g. If an illegally parked vehicle is removed from District property as provided for in this section, the owner shall be liable for all fees, towing, and storage charges.
  - h. No vehicle maintenance may be performed on District property except for minor repairs needed to move a vehicle.
  - i. No vehicle shall be parked on District property after the closing time of the park or facility.
  - j. Disabled Persons Parking Zones
  - ~~k. No Organized Group or person shall inhibit access or charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access~~

It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license plate defined by the California State Vehicle Code to stop or park a vehicle in a parking zone identified as reserved for disabled or handicapped persons. The fine for this violation shall be as prescribed by the California Vehicle Code.

1. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
2. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of a wheelchair printed within the stall or space as well as a sign with the same type of marking on it.

### **SECTION 203- RIGHT OF APPEAL**

As allowed under Section 110, an Applicant may appeal a decision of a District representative or the General Manager.



## **SECTION 204- VEHICULAR TRESPASS**

Vehicles shall not be operated or parked on any property of the District except on roadways and parking lot areas specifically constructed for vehicular traffic. Vehicle use is prohibited on fire breaks and fire protection roads and hiking and riding trails. An exception may be made for those vehicles which are authorized by the District for such use.

## **SECTION 205- FIREARMS AND WEAPONS**

No person shall carry, possess, set, leave, or deposit, or cause to be fired, across, in, on, or into any portion of District Lands any weapon, gun or firearm, spear, missile, bow and arrow, crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition, throwing knife or axe, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resource, except at posted or authorized ranges and areas designated for such purposes. An exception to this regulation will be made for duly authorized law enforcement officials while acting in their capacity as law enforcement.

## **SECTION 206- HUNTING**

Hunting, shooting, wounding, trapping, capturing, or killing animals on District property is prohibited.

## **SECTION 207- VANDALISM**

It is unlawful for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter any natural feature, trees, fence, wall, building, sign, monument, or other property on District Lands. Persons causing vandalism, or parents of persons under the age of 18 causing vandalism, will be held liable and financially responsible for the full amount of damages, or the maximum amount allowed under the California Civil Code Sections 1714.1 and 1714.3. All provisions of the California Penal Code Section 594 and penalties thereunder are applicable.

## **SECTION 208- THROWING MISSILES**

Throwing missiles, rocks, mud, sand, or any object that may cause bodily harm to others is prohibited on park property. Objects used in recreational activity are exempt from this section provided they are not used in an irresponsible and hazardous manner.

## **SECTION 209- AMPLIFIED SOUND**

Without prior written permission, no person shall play or operate any sound or energy amplification devices, including radios, television sets, public address systems, musical instruments, or similar devices within District Lands.

## **SECTION 210- GOLF**

No person shall drive, chip, or in any other manner play or practice golf, or hit balls on, over, or into District Lands.

## SECTION 211- MODEL CRAFT

No person shall operate any motor driven model airplanes or rocketry, cars, boats, drones, or any other model craft of any kind or description on, over, or into any portion of District lands, except those models specifically geared for the RC track, which may only be used on the RC track, or by written permission of the General Manager.

## SECTION 212- AIRCRAFT/HUMAN FLIGHT

Without the permission of the General Manager, no person shall land any aircraft on or take any aircraft off any area in the District, nor shall any person hang glide, parachute, or engage in any human flight on, over, or into District Lands.

## SECTION 213- OVERNIGHT CAMPING

### a. Definitions:

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this section.

1. *Camp* means to pitch or occupy camp facilities; to use camp paraphernalia.
  2. *Camp Facilities* include, but are not limited to, tents, huts, temporary shelters, trailers, motor homes, campers, or vehicles otherwise used for shelter.
  3. *Camp Paraphernalia* includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment.
  4. *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- b. It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on District property, except as otherwise provided in this section.
- c. House trailers, campers, or motor homes may not be used for overnight sleeping purposes on any District property, except as otherwise provided in this Article.
- d. It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia on any District property, except as otherwise provided for in this section.

- e. Camping is only permitted for District-hosted events with approval by the General Manager.

#### **SECTION 214- FIREWORKS AND DANGEROUS OBJECTS**

No person shall possess, discharge, set off, or cause to be discharged, in or into any District Lands any firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life and safety of persons or property. Exceptions may be made with written permission of the General Manager.

#### **SECTION 215- NUDITY**

No person shall appear nude while in or on any District Lands or facilities, except in authorized areas set aside for that purpose by the District. Nudity shall be defined as codified in Title 14 California Code of Regulations section(s) 4322.

#### **SECTION 216- WASHING**

No person shall wash dishes, clothing, garments, vehicles, or empty salt water or other waste liquids on District Lands other than in facilities expressly provided for such purposes.

No person shall swim, bathe, wade in, conduct personal hygiene (such as washing hair or body with or without soap, shampoo or similar personal hygiene products; shaving with or without shaving cream or similar personal hygiene products; oral care including using mouthwash or brushing teeth with or without toothpaste or similar personal hygiene products; cleaning any injury, wound, lesion, gash or abrasion in any manner with or without medical products, cleaning products or similar personal hygiene products; using any medical or other personal hygiene product to rid the body of lice or any disease, infection or growth), or pollute the water of any park restroom, fountain, stream, except at a place especially designated and provided for such purpose.

#### **SECTION 217- HOURS OF USE**

All parks, recreation areas, green space and open space areas within the District boundaries are available for use by the general public unless otherwise posted or in accordance with District's General Use Policy. It shall be unlawful for any person, except those involved in District-sponsored programs or having valid permits, to enter or remain in any park, recreation area, green space or open space other than between those hours. Hours of use may vary due to maintenance, construction, watering, or other variables.

#### **SECTION 218- FLORA AND TURF**

Removing or injuring any form of plant life on park property, including the removal of wood, turf, grass or plants, soil, rock, sand, and gravel is prohibited except by a duly authorized District employee in the performance of his/her duties or unless specifically authorized by the General Manager.

- a. It is unlawful for any person to injure or destroy any tree growing within the District boundaries by any means, including, but not limited to the following:
  - a. Pouring any deleterious matter on or around any tree or on the surrounding ground, lawn, or sidewalk.
  - b. Posting any sign, poster, notice or other item on any tree, tree stake, or guard, or fastening any guy wire, cable, rope, nail, screw, or other device to any tree, tree stake, or guard without having first obtained a permit from the District.
  - c. Causing any fire or burning near or around any tree or plant life

#### **SECTION 219- ARCHAEOLOGICAL FEATURES**

No person shall remove, injure, disfigure, deface, or destroy any object of paleontological, archaeological, or historical interest or value.

#### **SECTION 220- GEOLOGICAL FEATURES**

No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks, or features of caves.

#### **SECTION 221- DOMESTIC ANIMALS**

- a. No person owning or having charge, care, custody, or control of any dog (or cat) shall cause, permit, or allow same to be or to run at large upon any lands, properties, or within facilities of the District unless such animal is securely fastened on a leash a not exceeding six feet in length and is held continuously in the care, custody, or control of a competent person. Pets not properly leashed may be impounded by Animal Control and the owner cited.
- b. No person shall walk with more than 4 dogs (or cats) at any given time
- c. The removal of feces of animals that defecate on park property shall be the responsibility of the owner or custodian of said animal.
- d. Horses, mules, goats, donkeys, or similar animals may be ridden or led under specified restrictions and in designated areas with the permission of the General Manager.
- e. No animal shall graze in any park except on property leased for such purpose.
- f. No animal shall be killed, harmed, or removed from any park unless by a District employee during the performance of his/her official duties, except when necessary to avoid bodily harm.
- g. Animals may be prohibited from specific parks at specific times or events at the discretion of the General Manager.

- h. Specific provisions of this section may be modified in specific instances with written permission of the General Manager.

### **SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS**

No person may be on District property while under the influence of intoxicating liquors or dangerous drugs as defined under California Vehicle Code, Section 23152(a) (b), as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

### **SECTION 223- SALE OF ALCOHOLIC BEVERAGES**

A group desiring to sell or provide alcoholic beverages on District Lands must obtain a District-issued alcoholic beverage permit at the time of application for facility permit as contained in Articles IV and V herein. An alcoholic beverage permit shall be issued only to an individual of legal drinking age upon proof that adequate safeguards will be provided to prohibit consumption by minors and excessive consumption by adults. Security guards may be required as defined under Section 512. Alcohol is not permitted at any time if the primary purpose of an event or function is for minors, i.e., debuts, dances or birthday parties for participants under the age of 21 years. Alcoholic beverages may be present at an event for a maximum of four hours and the provision of alcohol must end a minimum of one hour prior to the end of the event.

To obtain an alcoholic beverage permit the Applicant must first secure all such permits or licenses required by other governmental agencies including but not limited to the State of California Alcoholic Beverage Control Board and the Ventura County Public Health Department. If a request for the alcoholic beverage permit is denied by the staff, provisions in Section 110, Right of Appeal, shall apply. The General Manager may stipulate additional conditions relating to the permitted use of alcoholic beverages as necessary for the protection of individuals and property.

### **SECTION 224- LITTER AND RUBBISH**

Depositing garbage, trash, or other refuse on park property other than in a receptacle provided therefore is prohibited. Throwing or leaving bottles, glass, or sharp pointed articles is prohibited. Throwing or disposing of wastepaper or combustible refuse in any place in a park other than in a receptacle maintained for that purpose is prohibited. It is unlawful to use any park receptacle for the depositing of garbage, trash, or other refuse not generated and/or used within the park boundaries.

### **SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS**

Open fires and use of barbeques on District Lands space areas are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or brazier use. Wood fires are not permissible. It is the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.

Upon notice of park closure due to a fire hazard warning by the fire district, all reservations shall be cancelled and affected areas closed to the public.

#### **SECTION 226- DUMPING**

Dumping rocks, soil, grass clippings, branches, leaves, equipment, vehicles, furniture or accessories, or any other items or material on District Lands is prohibited without prior written approval of the General Manager.

#### **SECTION 227 - TRESPASSING**

Trespassing into areas designated "No Trespassing" is prohibited. This includes, but is not limited to, rooms in District buildings or structures, swimming pools during specific hours, fenced control areas such as storage areas, shop areas, holding areas, construction sites, and all posted areas.

#### **SECTION 228- PARK CLOSURE**

The General Manager may close a park area or recreation facility at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public. This section may be enforced without the concurrence of those persons or organizations then using the property or facility.

#### **SECTION 229- ENTRY TO ACTIVITIES**

The General Manager may enter any reserved park area or recreation facility at any time to inspect the premises for safety, compliance of use, hazards, or in the course of normal duties.

#### **SECTION 230- UNLAWFUL ADVERTISING**

It shall be unlawful for any person to place or maintain any sign, banner, billboard, or advertisement on any District property without the Board's or General Manager's written permission.

It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.

Exceptions to the provisions of this section shall be pre-approved by the General Manager.

#### **SECTION 231- USE OF DISTRICT VEHICLES AND EQUIPMENT BY NON-DISTRICT GROUPS**

District vehicles and equipment are provided for the express purpose of carrying out District functions. Requests received from groups or organizations for the use of District vehicles or

equipment shall be made in writing to the District. Such requests may be granted by the General Manager provided that such use does not interfere with District operations.

### **SECTION 232- UNLAWFUL CONSTRUCTION**

No person shall erect, construct, install, or place any structure, building, shed, fence, trail, equipment, material, sign, banner, or apparatus of any type for any purpose on, below, over, or across District property, except by written permission from the General Manager, or designated representative, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

### **SECTION 233- PUBLIC URINATION**

It is unlawful for any person to urinate or defecate in any public place except when using a urinal, toilet, or commode located in a bathroom, restroom, portable restroom, or other structure screened from public view.

### **SECTION 234- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS**

With respect to any facility provided by the District for skateboarding, in-line skating, or roller skating:

- a. No person shall skateboard, in-line skate, or roller skate on or within District skating facilities without wearing a helmet, elbow and knee pads.
- b. Skateboarding, in-line skating, roller skating, scooters, bicycles or similar devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.
- c. No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, or roller skating.
- d. No glass beverage containers or food are allowed within the skating facility.

Skateboarders, in-line skaters, and roller skaters shall at all times yield to pedestrians. No person shall skateboard, in-line skate, or roller skate in any area where signs are posted, or known to have been posted, prohibiting such activity.

### **SECTION 235- DOG PARK RULES AND REGULATIONS**

Properly licensed and tagged (i.e. ownership identification) dogs without vicious, dangerous, or aggressive propensities may be exercised without a leash in the designated areas and at the designated times established by the District and subject to the following rules and regulations:

- a. Dog Park hours of operation are 7:00 a.m. to Dusk unless otherwise posted. The Dog Parks may be closed at the discretion of the General Manager.
- b. The Dog Park may be closed periodically during the year for special events and maintenance as needed.
- c. Enter at your own risk. Adults and children assume all risks associated with the off-leash Dog Park. No children under 16 are allowed without adult supervision. Small children must be within arm's reach of a supervising adult.
- d. Each dog must display a current license and be properly inoculated, healthy (no contagious conditions), and parasite-free. No dog that is sick, in heat, vicious, aggressive or has previously bitten any person is permitted in the off-leash area.
- e. Dogs are to be kept on a leash with a leash length not exceeding 6' when OUTSIDE the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- f. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- g. All dog owners must carry a leash, but no dogs shall be leashed once inside the park.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Dogs left unattended at the Dog Park will be impounded with Animal Control. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times. Failure to closely supervise dogs may result in the dog being banned for an appropriate period of time, as determined in the General Manager's sole discretion.
- j. Owners must clean up after their pets. If you see someone who forgets to clean up, please remind him/her to help keep the park clean.
- k. **AGGRESSIVE DOGS** must be removed from the Dog Park area **IMMEDIATELY WITHOUT DEBATE**. You are responsible for your actions and those of your dog. Aggressive dogs may be banned for appropriate periods of time, as determined in the General Manager's sole discretion. Aggressive dogs are defined as either potentially dangerous or vicious dogs as defined in the California Food and Agricultural Code Section 31602 and 31603. An aggressive dog is also defined as any dog that is determined by the District to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. Violation of these provisions is an infraction.



- l. No air horns or bullhorns are allowed.
- m. No food of any kind is allowed inside the Dog Park, including people food.
- n. Three dogs per dog owner is the maximum allowed inside the Dog Park. Due to inability to closely supervise their dogs, owners may not have one or more dogs in the large dog section and one or more dogs in the small dog section, if so designated.
- o. No female dogs in heat or puppies under five months of age, due to their vulnerability to disease and injury, are allowed in a Dog Park.
- p. No grooming of dogs at a Dog Park.
- q. When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- r. The District reserves the right to designate certain parks with signage, as “off-leash” parks, allowing for dogs to run free without a leash.
- s. The entrance into an off-leash area within the District constitutes an agreement to comply with the rules contained in this section as well as all those regulations posted with respect to the use of such off-leash areas.
- t. The entrance into an off-leash area within the District constitutes an agreement to protect, indemnify, defend and hold harmless the District from any claim, injury or damage arising from or in connection with such use of District property.

#### **SECTION 236- DISORDERLY CONDUCT**

No person shall engage in boisterous, threatening, intimidating, abusive, insulting, discriminatory, profane or indecent language; threaten or engage in fighting or physical altercation or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises. Person(s) exhibiting these behaviors will be required to leave the premises immediately. The District reserves the right to refuse services and prohibit entry on District property.

#### **SECTION 237- TENNIS COURTS**

No person shall engage in any activity on tennis courts owned or operated by the District other than the playing of tennis and activities incidental to the playing of tennis. Private instruction for personal gain is expressly prohibited. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

## **ARTICLE III**

### **PLEASANT VALLEY OPEN SPACE AREAS**

#### **SECTION 301- EXCLUSIVE USE**

District open spaces shall not be made available for exclusive use by any person, group, or organization.

#### **SECTION 302- ACCESS**

The primary form of access into open space areas shall be by foot traffic or horseback on assigned equestrian trails. No person shall block, obstruct, impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned or operated by the District. Vehicular access to serve as an emergency vehicle may be authorized. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

Persons entering District Lands owned, managed, and controlled by the District may remain as long as they abide by these regulations, applicable laws of the State of California; applicable ordinances of the County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these regulations is a further violation of these regulations.

#### **SECTION 303- OPENING AND CLOSING TIMES**

Open space areas and equestrian trails will be available to the general public as otherwise posted or in accordance with District's General Use Policy.

#### **SECTION 304- APPLICATION FOR USE**

Applications to reserve areas of park and green space areas will be processed in accordance with District procedures established in this Ordinance.

#### **SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE**

In addition to the regulations in Section 225, the following policies shall apply to all District open space:

- a. Briquettes shall be the only permitted fuel for District installed barbecues; wood is prohibited. It shall be the responsibility of every person igniting a fire in a District installed barbecues pit to completely extinguish it (dead out). All open fires are prohibited.
  1. Only District installed barbecues are allowed on District Lands.

- b. Smoking of tobacco and marijuana is prohibited on all District Lands.

### **SECTION 306- GROUP USE**

Reservations are required for use of District Lands by organized groups in accordance with District procedures established in this document.

### **SECTION 307- OFF TRAILS**

Unauthorized travel off designated trails is prohibited.

### **SECTION 308- CLOSURE/TRESPASS**

Any and all open space areas are subject to closure when deemed necessary by the General Manager (inclusive of all Park Patrol staff), to protect public safety and/or protect the resources from damage or threat of damage. Any violation will constitute civil trespass.

### **SECTION 309- BICYCLES**

Bicycles shall be allowed in parks and open space areas under the following restrictions:

- a. Bicycles must stay on designated bike paths and roadways.
- b. No person shall operate a bicycle in a reckless or negligent manner so as to endanger public property, or the life, limb, or property of any person or animal. A reasonable and prudent speed limit will be observed.
- c. Bicyclists must yield when meeting pedestrians. "Yield" means slow down, establishes communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- d. No person shall possess or operate a bicycle or similar device in open space or on District land in areas designated or signed to restrict such activity.
- e. All state and local regulations regarding helmet use, for minors or adults, shall be followed.

### **SECTION 310- VEHICLES**

No vehicle may be operated or parked on any open space lands except where specifically permitted unless authorized by the District for such use.

### **SECTION 311- NATURE PRESERVES**

The District has the authority to designate an area as a "nature preserve" to protect the resources and/or flora and fauna. Entrance to such an area shall be prohibited, except with written permission for the purposes of scientific study, a docent-led hike, or other authorized activities. These areas may be posted as "no trespassing." Alcohol is prohibited in "Nature Preserves."

## **ARTICLE IV**

### **REGULATIONS GOVERNING THE USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS**

#### **SECTION 401- USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS**

Recreation centers, reservable picnic areas, athletic fields within the District's community parks, are available for the use of persons and groups subject to the issuance of a permit and payment of fees therefore. All applications for use shall be made in accordance with Section 109 and must be signed by an adult, who shall agree to be responsible for said use. No use permit shall be granted if there is a conflict with a prior reservation or a District-sponsored event. Appeal of a decision may be made in accordance with Section 110 herein. Use of District facilities is subject to the rules and regulations established in District's GENERAL USE POLICY.

Any request that will place a major impact on a given facility, as determined by the General Manager, will be subject to Board approval. All requests are subject to the District priority-ranking classification (Section 406) and fee schedule (Section 502). The General Manager reserves the right to cancel a permit with 30 days written notice.

Applications are immediately revocable and all deposits forfeited if false statements are made in reserving a facility, or if the individual or group violates any rule or regulation established by the District, or any other applicable law or regulation. Applicants shall be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, the Applicants shall be responsible for the reasonable costs to replace, repair, or clean such property. Any individual, organization, or group that is responsible for damages to the District's facilities shall pay for all such charges as determined by the District. No individual, group, or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid.

District personnel will open, close, and supervise the use of the buildings and, when required, monitor the use of the grounds.

#### **SECTION 402- APPLICATION FOR USE AND SCHEDULING**

Applications for use shall be made in accordance with Sections 109-114. Exceptions will be based on event size, type, and location requested. Exception requests may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

### **SECTION 403- EXTENDED USAGE**

Facility usage may be granted for a maximum period of six months. Requests for facility usage exceeding six months require the General Manager's approval. Scheduled groups may be subject to cancellation on 30 days' written notice or when a determination is made in accordance with Section 109. When cancellation is necessary, the District will attempt to relocate the activity.

### **SECTION 404- HOURS**

Buildings, park areas, and athletic facilities are available for individual and group use during normally scheduled hours (dawn to dusk unless otherwise posted) of operations pursuant to the District's General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10 p.m. with a permit. Exceptions are subject to General Manager for approval.

### **SECTION 405- RENTAL PERIODS**

Minimum building rental periods are two or four-hour increments depending on facility. The time indicated on the application will reflect the actual facility use time, which includes setup and cleanup. Charges for additional time beyond the two or four-hour block will be based on an hourly rate. Exceptions are subject to General Manager approval.

### **SECTION 406- PRIORITY OF USE**

Use of facilities is based on when the application is received, rental availability, and priority ranking. Groups ranked at a low priority may be subject to rescheduling with 30 days' written notice. In that case, the District will attempt to relocate the group to another District facility.

Group priority rating shall be as defined in Section 504:

- a. Class 0- District Activities
- b. Class 1- Community Service Organization
- c. Class 2 - Resident Organization
- d. Class 3- In-District Resident
- e. Class 4- Out of District or Non-Resident

### **SECTION 407- DAMAGE TO DISTRICT PROPERTY**

Individuals or groups causing damage or excessive wear and tear to any building, turf, grounds, fixtures, furniture, or appurtenances shall be required to reimburse the District for all costs involved to clean, repair, restore, or replace the building, grounds, fixtures, furniture,

or appurtenances to the original conditions. The individual and/or group may be removed and/or banned from future use of facilities.

#### **SECTION 408- USE OF RESERVABLE PICNIC AREAS**

Certain areas within the District's community parks may be reserved for picnics by persons or groups. All applications must be signed by an adult who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a prior reservation or a District-sponsored event taking place at the same time and place. No use permit shall be granted for reservable picnic areas outside normally scheduled hours of operations pursuant to the District's General Use Policy, unless the park has appropriate lighting.

An organized group (25 or more) must obtain a permit for all reservable picnic areas. Groups that have less people than an organized group may use any designated reservable or non-reservable area of any park on a first-come, first-served basis, however, such groups must vacate any reservable area at the time a permit group arrives. Neighborhood parks may be non-reservable. Individual picnic tables are available on a first-come, first-served basis in all non-reservable areas (Section 113.)

#### **SECTION 409- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS**

No smoking of any kind on District property to include all tobacco- and marijuana-related products and all forms of electronic smoking devices, and other vaporizing products.

#### **SECTION 410-ALCOHOL IN RECREATION BUILDINGS AND PARKS**

The sale, serving, or consumption of alcohol is prohibited in a District building except by a group receiving all necessary permits, insurance and paying all applicable fees.

Alcohol may not be possessed or consumed on District parks and facilities unless allowed by a permit issued by the District. The sale or serving of alcohol is not permitted in parks except by a group receiving all necessary permits have been approved and paying all applicable fees. The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager.

#### **SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS**

Certain athletic fields may be reserved for use of persons and groups. All applications for use must be signed by an adult over 18 years of age who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a District-sponsored event taking place or a prior reservation at the same time and place. No use permit shall be granted for the use of any reservable field before 8:00 a.m., or as determined by the General Manager, or beyond sunset unless the field has appropriate lighting.

- a. No person shall engage in any activity on an athletic field owned or operated by the District other than the playing of specific activities for the designated fields.
- b. Private instruction for personal gain is expressly prohibited.
- c. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

#### **SECTION 412- USE OF SPORTS PARKS/COMPLEXES**

Sports parks/complexes in the District are the following: Pleasant Valley Fields, Bob Kildee Park, Freedom Park, and Mission Oaks Park. These are complexes of 10 acres or more in size primarily used for competitive activities which, through casual or organized participation, provide competition and have governing bodies.

A permit is required for the use of these facilities by any organized group.

#### **SECTION 413 - EXCLUSION FROM DISTRICT AREAS AND FACILITIES**

In the interest of public health, safety, and welfare, it may be necessary to exclude persons or groups from District areas and/or facilities. Such action may be taken by a designated representative of the General Manager, subject to appeal to an Administrative Hearing with the General Manager.

Any person who has been excluded from District areas and/or facilities pursuant to this section, who enters upon the District areas and/or facilities during the period of the exclusion without the written permission of a designated representative, is guilty of a misdemeanor.

## ARTICLE V

### FEES AND DEPOSITS

#### SECTION 501- PURPOSE

Fees and charges may be levied to offset District expenses incurred in providing services.

#### SECTION 502- FEES

The District's Board of Directors shall establish reasonable fees for the use of District property. Full payment is due 30 days prior to the use date. Fees will be reviewed annually.

#### SECTION 503- BASIC RATE

##### Building

During normal hours of operation of facilities as defined in Section 404, rates will include the use of rooms, chairs, tables, setup, and cleanup. The following services are also available for an additional fee: security, custodial service, and other services identified in advance of permittee's use as set forth in the District's General Use Policy. Use at a time when the facility is normally closed will result in the assessment of additional fees.

##### Athletic Facilities

During normal hours of operation, basic rates include the following:

- a. Use of the athletic fields and supporting structures.
- b. Use of onsite restrooms.
- c. Basic turf management such as watering, mowing, and edging fields.
- d. Staffing costs.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Lighting.
- c. Removal or installation of athletic field equipment (bases, pitcher's mound, goals, etc.) and special location of base anchors, goals, bleachers, or other equipment.
- d. Sporting equipment such as balls, nets, gloves, etc.
- e. Cleaning of the area following the event.



Picnic Areas

During normal hours of operation as set forth in the District's General Use Policy, rates include picnic tables and barbecues, if available, and outdoor restrooms. Rates do not include supervision or special setup of tables. Outside items, i.e., tables, chairs, and barbecues etc. are not permitted without approval by the General Manager.

**SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES**

**Class 1**

- a. For a recognized District Community Service Organization as approved by the District's Board of Directors, fees are subject to the individual group's Memorandum of Understanding (MOU) with the District.

**Class 2 - Half of Basic Rate (50%)**

- a. Resident Organization

Local school districts, government agencies, and non-profit organizations may have fees waived for reciprocal services as approved by the General Manager.

**Class 3 - Full Basic Rate (100%)**

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions
- c. Any individual or group reserving Fridays and Saturdays

**Class 4 - Full Basic Rate plus 25 Percent (125%)**

- a. Out of District
- b. Non-resident

**SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE**

Additional charges will be levied over basic rates as defined in Section 503 and as set forth in the District's General Use Policy under the following conditions:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. All non-residents will pay a 25% additional fee.
- c. An additional fee is required when alcohol will be served or sold at a function.

- d. Additional administrative fees may be charged on all applicant-initiated changes, including cancellations.
- e. The District may require security guards for certain events or functions at an additional fee. The District will make the arrangements with an approved vendor.
- f. When a facility is not normally open and recreation staff or custodian is required to be on duty, additional fees accrue. The minimum hourly coverage for custodian is two hours.
- g. When recreation staff is needed for facility control, additional fees accrue.
- h. When ball field lights or other special equipment are required, additional fees accrue.
- i. When facility damage and/or liability insurance fees are required, additional fees accrue.
- j. Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and portable toilets to accommodate groups of people that exceed a facility's maximum occupancy.
- k. The determination of requirements for additional personnel and associated charges thereof shall be made by the General Manager or designee.

#### **SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION REFUND POLICY**

The application fee is non-refundable. Cancellations must be made through the District office no later than days prior to the use date to qualify for a refund of other paid rental fees minus the non-refundable application fee.

Cancellations must be made through the District office no later than 30 days prior to the use date to qualify for a refund of rental fees paid, less the non-refundable application fee. Additional fees may apply for "no shows".

#### **SECTION 507- PAYMENT OF DEPOSITS AND FEES**

The park, field, or facility is reserved only when a completed Application is accepted and approved by the District office after applicable fees are paid.

A payment equal to 50% of the total applicable fees must be paid at the time the application is approved by the District, as set forth in the District's General Use Policy. If the reservation is made 30 days or less prior to the event, full payment is due at time of application.

#### **SECTION 508- ALCOHOL PERMITS**

A State Alcohol Beverage Control Board permit is required when alcoholic beverages are sold. Such permit shall be obtained by the group using the facility and filed with the District.

#### **SECTION 509- SETUP**

The District will perform setup and breakdown unless otherwise stated in the application. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of 15 business days prior to the event date or additional fees may apply.

#### **SECTION 510- DECORATIONS**

When decorations are to be used, prior approval shall be obtained by the user from the District's Parks Services Manager. No duct tape, tacks, nails or glue are allowed on any walls, columns, counter or floor surface. Use of blue painters' tape is allowed, with full removal at the end of the event. If confetti is used at the event, all evidence of use must be removed. Use of lighted candles or any other open or enclosed flame is prohibited.

#### **SECTION 511- SECURITY**

To ensure proper use and control of facilities and equipment, security may be required under the following circumstances:

- a. If an event places a major impact on the facility as determined in the General Manager's sole discretion.
- b. When alcohol is being served, sold, or consumed.
- c. When additional precautions are deemed necessary due to the nature of the event as determined in the General Manager's sole discretion.

The District will arrange for any required security guards at the event at the Applicant's cost.

If security is required, security guards must begin their shift a ½ hour before the scheduled event starts and remain on duty for a ½ hour after the event is scheduled to end and must stay until all attendees have left.

When security is required by the District or requested by the Applicant, the application requires approval by the General Manager.

#### **SECTION 512- WAIVERS**

The requirements in this Article V may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

#### **SECTION 513- FILMING**

A filming permit and application must be approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. Permission to film on District property pursuant to this section may be granted by the General Manager as set forth in the District's General Use Policy.

#### **SECTION 514- LIABILITY INSURANCE**

A certificate of insurance evidencing required coverage amounts and additional requirements as set forth in the District's General Use Policy and naming the District, its elected officials, officers, and employees as an additional insured must be submitted 5 working days prior to date of building use by any group for commercial purposes, and by any group conducting an event where there is a major impact for any event scheduled more than 5 days in advance. The amount of liability insurance required shall be determined by the District.

#### **SECTION 515- PARKING FEES**

District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager ~~with approval by the Board of Directors~~ may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.

Vehicles entering Camarillo Grove Park must pay a parking fee by purchasing a daily or annual pass.

**ARTICLE VI**

**GENERAL**

**SECTION 601—REPEAL OF PRIOR VERSIONS OF ORDINANCE NO. 8**

This Ordinance repeals and supersedes any prior versions of Ordinance No. 8, which are no longer of any force or effect.

**SECTION 602—EFFECTIVE DATE**

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

**SECTION 603—PUBLICATION AND POSTING**

The Board's Clerk shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mark Malloy, Chairman

Board of Directors

ATTEST:

\_\_\_\_\_  
Elaine Magner, Secretary

Board of Directors

## ORDINANCE NO. 11

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AMENDING ARTICLE I: SECTION 118, ARTICLE II: SECTION 202, AND ARTICLE V: SECTION 515 OF ORDINANCE NO. 8 (AS AMENDED JANUARY 2018) REGULATING PARKING FEES

THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDAINS AS FOLLOWS:

#### SECTION 1.

ARTICLE 1: SECTION 118, ARTICLE II: SECTION 202, AND ARTICLE V: SECTION 515 OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDINANCE NO. 8, ARE AMENDED AS FOLLOWS:

1. Article I: Section 118 – The following heading and text are deleted in their entirety.

“PARK ACCESS DURING PERMITTED ACTIVITY

A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.”

2. Article II: Section 202, Subsection k – The following subsection is deleted in its entirety.

k. No Organized Group or person shall inhibit access or charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access.

3. Article V: Section 515 – Parking Fees – is amended to read as follows.

“District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.”

#### SECTION 2. - EFFECTIVE DATE

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

**SECTION 3. - PUBLICATION AND POSTING**

The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

\_\_\_\_\_  
Elaine Magner, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

**ATTESTED:**

\_\_\_\_\_  
Michael Mishler, Secretary, Board of Directors  
Pleasant Valley Recreation and Park District

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: January 2, 2020**

**SUBJECT: CONSIDERATION AND APPROVAL TO REJECT ALL  
BIDS FOR GRANT WRITER**

**SUMMARY**

At the October 2, 2019 Board meeting, the District Board approved a Request for Proposals for a grant writer. As the District continues to examine multiple sources of funding for the Senior and Community Recreation Facility, grants could be an integral part of the funding. However, only one bid was submitted, and the recommendation is to reject all bids at this time.

**BACKGROUND**

As the District continues to examine multiple sources of funding for the Senior and Recreation Facility, grants could be an integral part of the funding. The Board approved in the 2019-2020 budget \$10,000 for grant writing services which could include research, writing and submitting grant applications. Staff would like to seek and have a grant writer in place as soon as possible to allow sufficient time to assist with research and preparation for other rounds of State Proposition 68 as well as researching and applying for other grant applications as it relates to the Senior and Community Recreation Facility.

At the October 2, 2019 Board meeting, the Board approved a request for proposal for a grant writer. The District's intention was to identify and select an experienced professional grant writing consultant with a proven track record of researching, developing, writing, preparing and submitting successful grant proposals. There was only one proposal submitted. This item is to consider rejecting all bids.

**ANALYSIS**

Staff would like to continue to research grant writers and narrow the focus to allow some flexibility regarding the scope of the grant writer in coordination with staffing levels. There was one company which submitted a proposal for \$65,000. Staff recommends rejecting all bids received, adjusting the project design and re-advertising the project for construction bids.

**FISCAL IMPACT**

No fiscal impact at this time.

**RECOMMENDATION**

It is recommended the Board reject all bids received for the Grant Writer and authorize the General Manager to re-advertise.



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: January 2, 2020**

**SUBJECT: CONSIDERATION OF GRANTING OF EASEMENT FOR SHARED PARKING AT BOB KILDEE PARK WITH BOYS AND GIRLS CLUB OF CAMARILLO**

**SUMMARY**

The Pleasant Valley Recreation and Park District (District) and the Boys and Girls Club of Camarillo (Club) have a mutual use parking and driveway license agreement since September 1, 1973. Both parties are in need of updating this agreement to bring it current. The proposed shared parking easement defines the responsibilities and considerations of both parties for the continued use of the existing parking lot.

**BACKGROUND**

In July of 1973 there was a request for the development of a Boys' Club facility to include a recreational area, library, hobby rooms, study rooms and gymnasium which went before the City of Camarillo's Planning Commission. As part of the Development Plan Review, the Club indicated that 10 parking spaces would be provided to service the Club. The actual access to the Club parking would be located on District property via a drive which had not been installed at that time.

City of Camarillo staff had two concerns involving the project: 1) the character of the building design to match existing structures, and 2) parking intended to service the Club. Accordingly, a requirement of 1 parking space for each 250 square feet of gymnasium area would appear to be adequate, plus 1 parking space for each employee and 1 parking space for every classroom or activity room provided within the facility. This would indicate an immediate need for approximately 23 separate parking spaces. If the District would indicate they had no objections to the use of the parking area in relation to this use, the total number of parking spaces could be reduced.

As a condition of the permit the City of Camarillo placed the following condition on the permit: that the Recreation and Park District indicate that they have no objections to the use of the parking area by the Boys' Club. On September 1, 1973 the District and the Club entered into a revocable license with each other to utilize 12 of its parking spaces if and when the same are unoccupied for use of parking places for automobiles of employees, members, patrons, or members of the general

public using the facilities of the other party. The District also granted the Club to construct a new driveway at the Club's expense on District property. As part of the initial agreement the license was effective for a period of one year upon approval by both agencies and would be renewed automatically for additional one-year periods.

On March 15, 1995, Eldred Lokker, the District's General Manager sent a letter to the Club to memorialize the understanding between the District and the Club as a cooperative relationship to continue to carry forward. This letter continued to clarify the following: the new designed common entry to the parking area, water service for a planter bed on Club property; the Club would be permitted to encroach upon District land for a few feet along the eastern Club property line in order to provide for a walkway to the basketball area of the Club; and designated handicapped parking spaces to serve users of the Club located at the new entrance on the southeast corner.

### ANALYSIS

Currently, the Boys and Girls Club of Camarillo is expanding their indoor facilities to accommodate increased usage at the center. In the plans for the expansion are an upgraded teen space, a middle school space, STEM center, and space for youth with special needs. As part of the expansion, the City of Camarillo is requesting that they once again mitigate potential parking needs and update the parking agreement with the District.

The District is owner of real property located at 1030 Temple Avenue, which is also known as Assessor's Parcel Numbers 166002020, 166002042, and 166002325 which is depicted on Exhibit "A" attached. The Club desires to share the use of the parking lot located on the District's Parcel to provide additional parking for Club parking. The Club Property is located at 1500 Temple Avenue which is also known as Assessor's Parcel Numbers 16602033, and 16602651 and is depicted on the map attached as Exhibit "B".

The following are some of the most significant provisions in the agreement:

1. Grant of Easement. District grants this non-exclusive easement for ingress, egress and shared parking within the District Parcel, during the hours listed on Exhibit "C".
2. Non-Exclusive Easement. The Easement is non-exclusive, and the District hereby reserves and retains the right to make any permitted use of the land underlying the Easement.
3. Maintenance and Repair. The obligation for maintenance within the District Parcel shall be borne mainly by the District; however, Club shall remove trash and debris, as needed, from the parking areas within the District Parcel that is left by Club employees, guests or invitees. They shall be responsible for all costs for repair and replacement of any of the improvements within the Easement Area that result from damages caused by the Club or any of their permittees. The Club will also be fiscally responsible approximately every 5 years, to pay the District to assist with Capital Repair/Replacement work performed on the Easement Area. The Club contribution is estimated in the amount of \$4,500 with a 10% automatic escalator each time work is performed to offset the increased cost of such work overtime.
4. Permitted Use. Permitted use shall be subject to the restrictions that Club use of the District Parcel will not conflict with District's principal operating hours and uses. The parking areas

within the Easement area shall at all times be maintained and kept clear, unobstructed and shall not have overnight parking.

The Agreement does contain additional provisions besides those outlined above. This report attempts to highlight the main provisions.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**RECOMMENDATION**

It is recommended the Board approve the proposed agreement with the Boys and Girls Club of Camarillo for a non-exclusive shared parking easement.

**ATTACHMENTS**

- 1) Easement Agreement (13 pages)
- 2) Boys & Girls Club Parking Report (1 page)
- 3) Lauterbach Parking Analysis (1 page)
- 4) 1973 Parking Agreement (10 pages)

WHEN RECORDED, RETURN TO:

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

APN:

[SPACE ABOVE FOR RECORDER'S USE ONLY]  
Exempt from filing/recording fees per Govt. Code §27383

### GRANT OF EASEMENT FOR SHARED PARKING

This Grant of Easement for Shared Parking ("Easement") is entered into as of January 2, 2020, by and among, the Boys and Girls Club of Camarillo, a California non-profit corporation ("B&G"), and the Pleasant Valley Recreation & Park District, a municipal corporation ("District").

#### RECITALS

A. District is owner of real property located at 1030 Temple Avenue in the City of Camarillo, County of Ventura, State of California, which is also known as Assessor's Parcel Numbers 166-0-02-020, 166-0-02-042, and 166-0-02-325, ("District Parcel") and which is depicted on Exhibit "A", attached hereto and incorporated herein.

B. B&G desires to share the use of the parking lot located on the District Parcel shown in Exhibit "A" to provide additional parking for the B&G Property ("B&G Property"). The B&G Property is located at 1500 Temple Avenue in the City of Camarillo, County of Ventura, State of California, which is also known as Assessor's Parcel Numbers 166-0-020-335, 166-0-20-415, and 166-0-265-015. The B&G Property is depicted on the map attached as Exhibit "B".

C. The District desires to accommodate the B&G's desire to share the use of the parking spaces as well as the ingress and egress parking entrance within the District Parcel shown on Exhibit "A" ("Easement Area") on the terms described herein.

D. NOW, THEREFORE, the District declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the parking spaces on the District Parcel may be used and occupied by the B&G's visitors, staff, and invitees subject to the restrictions hereinafter set forth, which restrictions are established expressly and exclusively for the use of visitors to the B&G Property.

#### TERMS AND CONDITIONS

1. Grant of Easement. Subject to the limitations set forth in Section 9 below, District hereby grants this non-exclusive easement for ingress, egress and shared parking within the District Parcel, during the hours listed on Exhibit "C", to provide parking for the B&G Property. The Easement shall be in gross, to and for the benefit of the B&G and its invitees, guests, and employees of the B&G desiring a location to park a motor vehicle in connection with their use of the B&G Property.

2. Non-Exclusive Easement. The Easement is non-exclusive, and the District hereby reserves and retains the right to make any permitted use of the land underlying the Easement, to the extent that the permitted use does not interfere with the rights granted to the B&G under this agreement.

3. Improvements to Benefit the Easement. In anticipation of the B&G's use of the parking spaces within the District Parcel and the impacts that will result on the Easement Area, the B&G has agreed to as described in Section 5 below (collectively the "B&G Improvements"). The B&G Improvements will be constructed in compliance with all applicable laws.

4. Commencement of Easement. The Easement rights contained herein shall commence upon the recording of this document.

5. Maintenance and Repair. The obligation for maintenance within the District Parcel shall be borne mainly by the District; however, B&G shall remove trash and debris, as needed, from the parking areas within the District Parcel that is left by B&G's employees, guests or invitees. The B&G shall be responsible for all costs for repair and replacement of any of the improvements within the Easement Area that result from damages caused by B&G or any of their permittees. The B&G will also be fiscally responsible, approximately every 5 years, to pay the District to assist with Capital Repair/Replacement work performed on the Easement Area. The parties agree that B&G's contribution to this work is currently estimated at \$4,500 and that this amount shall automatically be increased by 10% each time that the work is performed to offset the increased cost of such work overtime.

6. Permitted Use. District and any successor, tenant, or assignee of District shall use or permit the use of the parking spaces within the Easement Area by B&G and its employees, invitees and guests for the purposes stated in Section 1 hereof. Such permitted use shall be subject to the restriction that B&G's use of the District Parcel will not conflict with District's principal operating hours and uses. District's Principal operating hours are sunrise to sunset Sunday - Saturday. The parking areas within the Easement Area shall at all times be maintained and kept clear, unobstructed and overnight parking (with the exception of the Boys & Girls Club Van) shall be prohibited. Other than a closure resulting from an emergency, the District shall provide B&G with no less than four (4) business days' notice of any temporary closure of the Easement Area that could restrict access to parking spaces within the Easement Area.

7. Successors and Assigns. This Easement, including the Grant of Easement and all rights and duties of the parties, shall run with the land and inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

8. Insurance. Prior to the commencement of the Project and during the entire Term of this Agreement, B&G shall provide District with proof of the types and amounts of insurance described on Exhibit "D". The District may amend Exhibit "D" upon 90 days' notice in the event industry standards increase in the future.

9. Indemnity. B&G and its successors shall indemnify, protect, defend, and hold harmless the Districts and its officers, agents, and employees from and against any and all claims, damages and liabilities resulting from any actual or alleged accident, injury, loss or damage to any person or property arising in connection of the use of the Easement Area by B&G's employees, guests and invitees. B&G shall not be liable or required to indemnify

District from and against any claims, damages, or liabilities arising from or in connection with the use of the Easement Area by District or its officers, employees, guests and invitees or resulting from District's negligence, including the failure to properly maintain the Easement Area or adjacent areas owned by District, or District's willful misconduct.

District and its successors shall indemnify, protect, defend, and hold harmless B&G and its officers, agents, and employees from and against any and all claims, damages and liabilities resulting from any actual or alleged accident, injury, loss or damage to any person or property arising in connection of the use of the Easement Area by District's employees, guests and invitees. District shall not be liable or required to indemnify B&G from and against any claims, damages, or liabilities arising from or in connection with the use of the Easement Area by B&G or its officers, employees, guests and invitees or resulting from B&G's negligence or willful misconduct.

10. Transfer and Assignment. The parties hereto shall not assign, transfer, convey or delegate any of their rights and duties with respect to the District Parcel or otherwise under this Easement, except as part of the assignment, transfer or conveyance of the property to which the Easement property is in gross. Any other attempted assignment of such District Parcel or such rights and duties of the parties, without the transfer of this Easement, whether voluntary or involuntary or by operation of law, shall be void and of no effect. Nothing contained in this Easement does or shall be construed to limit in any way the right and ability of the parties to transfer, sell or encumber their respective properties.

11. Recitals Incorporated. The recitals set forth above are incorporated herein as if set forth in full.

12. Miscellaneous Provisions.

(a) After five (5) years from the date the B&G begins sharing the use of the Easement Area, the District and B&G agree to negotiate in good faith to enter a subsequent GRANT OF EASEMENT FOR SHARED PARKING having similar terms as the present agreement. In the event that the parties do not enter into a subsequent agreement, the easement and parking rights herein granted may be cancelled or terminated at any time by either District or B&G with or without cause; provided, however, no such termination shall be effective until the expiration of a ninety (90) day period following the delivery of written notice to the other party and such cancellation or termination is recorded in the Office of the Ventura County Clerk/Registrar-Recorder.

(b) No change, amendment, alteration, or revision of this Easement shall be valid unless evidenced by a written agreement approved and executed by both District and B&G, and such alteration shall be effective only when recorded in the Office of the Ventura County Clerk/Registrar-Recorder.

(c) District represents that as of the effective date hereof, it is the sole owner of the District Parcel and that it has the authority to grant this Easement and that this Easement is a valid and binding obligation of District.

(d) In the event the B&G Property ceases to be used as a Boy's and Girls Club this agreement shall automatically terminate and B&G agrees to acknowledge this termination as

needed for District to remove this agreement from title to the District Property.

13. Notices. All notices and other communications given pursuant to this Easement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or three (3) days after mailing, if mailed by first class mail. For purposes of notice, the address of the parties shall be as follows:

District: Pleasant Valley Recreation & Park District  
1605 E. Burnley Street  
Camarillo, CA 93010  
Attn: Mary Otten  
Phone: 805-482-1996

B&G: Boys & Girls Club of Camarillo  
1500 Temple Ave.  
Camarillo, CA 93010  
Attn: Roberto Martinez  
Phone: 805-482-8113

IN WITNESS WHEREOF, the undersigned have executed this Easement was executed as of the date first written above.

"B&G"  
\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

"District"  
PLEASANT VALLEY RECREATION &  
PARK DISTRICT

By: \_\_\_\_\_

Chair

ATTEST:

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

**[ALL PARTIES MUST HAVE SIGNATURES NOTARIZED]**

**DRAFT**



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

STATE OF CALIFORNIA)

) ss.

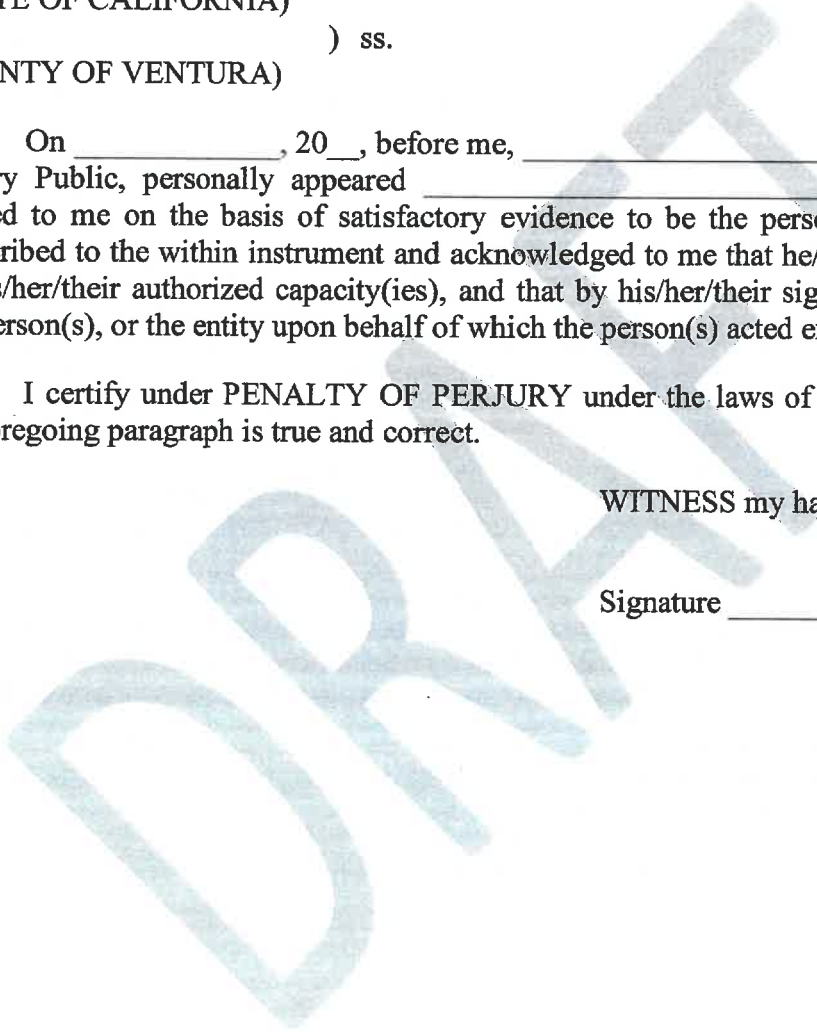
COUNTY OF VENTURA)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



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

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF VENTURA)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Seal)

**EXHIBIT "A"**

**Exhibit A**



**ASSESSOR PARCEL NUMBER:**  
a. 166-0-02-325  
b. 166-0-02-420  
c. 166-0-02-200

**Pleasant Valley Park**  
1030 Temple Ave/Ponderosa Drive  
Community Park

PLEASANT VALLEY PARK & RECREATION DISTRICT



**EXHIBIT "B"**

**LEGAL DESCRIPTION BOYS & GIRLS CLUB PARCEL**



**The Boys & Girls Club of Camarillo**

**ASSESSOR PARCEL  
NUMBER:  
d. 166-0-26-501  
e. 166-0-02-033**

**1500 Temple Avenue**



**EXHIBIT "C"**

**EASEMENT AREA USAGE TERMS**

1. Monday – Friday from 8:00 am – 6:00 pm
2. As set forth in any specific agreement or MOU for any event which will exceed current parking allotments
3. No Overnight Parking allowed other than B&G's van

DRAFT

**EXHIBIT "D"**

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
INSURANCE REQUIREMENTS**

Boys & Girls Club of Camarillo 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 Boys & Girls Club of Camarillo., its agents, representatives, employees or subcontractors.

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**MINIMUM LIMITS OF INSURANCE**

Boys & Girls Club of Camarillo 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.

## 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) Boys & Girls Club of Camarillo 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 Boys & Girls Club of Camarillo; or automobiles owned, leased, hired or borrowed by Camarillo Boys & Girls Club.
2. For any claims related to this Agreement, Boys & Girls Club of Camarillo 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 Boys & Girls Club of Camarillo 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.

## 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

Boys & Girls Club of Camarillo. 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.

DRAFT



## Sunday

## Hours

Anthem Church	7:00-1:00 P.M.
Chinese American Association	2:30-4:30 P.M.
Basketball	6:00-9:00 P.M.

## Monday

Grapple Group	6:00 A.M.-8:30 A.M.
BGCC Staff	9:00 A.M.-1:30 P.M.
BGCC Staff	1:30 P.M. - 7:00 P.M.
After School Drop-Off	2:00 - 3:30
After School Pick - Up	4:00 - 6:30
Optimist Club	11:00 A.M.-1:30 P.M.
Amber's Light	6:00-8:00 P.M.
St. John's Seminary	7:00 P.M. -9:00 P.M

## Tuesday

BGCC Staff	9:00 A.M.-1:30 P.M.
BGCC Staff	1:30 P.M. - 7:00 P.M.
After School Drop-Off	2:00 - 3:30
After School Pick - Up	4:00 - 6:30
Once/Month Lion's Club	6:30-9:00 P.M.
CYBA	6:30 P.M. - 10:00

## Wenesday

Grapple Group	6:00 A.M.-8:30 A.M.
BGCC Staff	9:00 A.M.-1:30 P.M.
BGCC Staff	1:30 P.M. - 7:00 P.M.
After School Drop-Off	2:00 - 3:30
After School Pick - Up	4:00 - 6:30
Once/Month Ambers Light	6:00-9:00 P.M.

## Thursday

Realtor Caravan	9:00 A.M. - 10:00 A.m.
BGCC Staff	9:00 A.M.-1:30 P.M.
BGCC Staff	1:30 P.M. - 7:00 P.M.
After School Drop-Off	2:00 - 3:30
After School Pick - Up	4:00 - 6:30
Once/Month Anthem Church	6:00-10:00 P.M
CYBA	6:30-10:00 P.M.

## Friday

Grapple Group	6:00-8:30 AM
BGCC Staff	9:00 A.M.-1:30 P.M.
BGCC Staff	1:30 P.M. - 7:00 P.M.
After School Drop-Off	2:00 - 3:30
After School Pick - Up	4:00 - 6:30
Once/Month Chess Tournament	5:30-8:30 P.M.

## Saturday

Once/ Month CIPC User Group	8:00A.M.-1:00 P.M.
CYBA	8:00 A.M. - 7:00 P.M.



# CITY OF CAMARILLO

## MEMORANDUM

TO: Planning Commission

DATE: July 3, 1973

FROM: Planning Department

SUBJECT: C-SUP-9  
Boys Club

### Application:

A new application has been filed by Mr. John Kulwiec, 1371 Del Norte Road, Camarillo for the Camarillo Boys' Club. The request is to allow the development of a Boys' Club facility, including but not limited to recreational, library, hobby rooms, study rooms and gymnasium.

The parcel is currently zoned R-1 and contains a total area of 1.226 acres.

### Public Hearing:

A public hearing on C-SUP-9 has been advertised for the Planning Commission meeting of July 3, 1973 with notices mailed to all adjoining property owners within a 300 foot radius and a notice published in a paper of general circulation within the area.

### Applicant's Statements:

The following is taken from the application form with the applicant's statements in quotes.

Indicate the reasons why such use will not be materially detrimental to the public interest or safety nor the property or improvement located in the vicinity of the requested application.

"Property is adjacent to Pleasant Valley Recreation and Park District facility and will complement and expand that park. This project was approved by the Planning Commission as SUP #9 in 1970."

1. That the use applied for at the location set forth in this application is the proper one for which a Permit is authorized by this ordinance.

"Yes".

2. That the said use is necessary and desirable for the development of the community and essentially in harmony with the various elements and objectives of the General Plan and is not detrimental to existing uses or to uses specifically permitted in the zone in which the proposed use is to be located.

"Yes".

To: Planning Commission  
Re: C-SUP-9

July 3, 1973

3. That the site for the intended use is adequate in size, shape to accommodate said use and that all of the yard setbacks, walls, fences, landscaping and other features in order to adjust said use to those existing or permitted uses on land in the neighborhood will be provided and maintained.

"Yes".

4. That the site of the proposed use relates to streets and highways properly designed and approved to carry the type and quantity of traffic generated or to be generated by the proposed use.

"Yes".

5. That the conditions stated in the decision and shown on the approved site plan are deemed necessary to insure compatibility, public health, safety and general welfare and may include minor modifications of the development standards of the zone.

"Yes".

Parcel History:

The Planning Commission on October 5, 1970 received a request for the establishment of a Boys' Club in the City of Camarillo. On December 5, 1970 a public hearing was held before the Planning Commission at which time public testimony was received in support of the requested development. Upon the closing of the public hearing a motion was made by Commissioner Bowen and seconded by Commissioner Harris to grant Special Use Permit C-SUP-9 in the name of the Boys' Club of Camarillo, Inc. subject to certain conditions.

1. That a land division would be processed to establish this parcel.
2. This Special Use Permit shall be subject to all relevant conditions contained in the standard conditions for subdivisions.
3. A deposit for the amount of money needed to insure certain public improvements and agreement with the formula accepted by the Boys' Club, Property Division of the County of Ventura Public Works and the Pleasant Valley Recreation and Park District.

Vote on the resolution: Ayes - Commissioners Balk, Bowen, Cooley, Harris and Chaiman Quam. Noes - none.

To: Planning Commission  
Re: C-SUP-9

July 3, 1973

Under the ordinance a permit is valid for six months unless an extension is granted by the Planning Commission or City Council. A review of this file indicates that no extension of time was granted to the Boys' Club for the development of their facility. Accordingly, the original application expired. The expiration date was June 5, 1970.

Development Plan Review:

The current development program indicates the first phase building area of 7,738 square feet which is intended to include a game room, lockers, club room, the director's office and a gymnasium area.

The future expansion is designated as 5,774 square feet and would include additional club rooms, tv room, library, and additional game rooms.

The general development plan indicates a general setback of a minimum of 45 feet from the future alignment of Temple and a proposed setback of 8 feet from the future alignment of Ponderosa Drive which would be in violation and conflict with the zone provisions. The development plan does not indicate any radius for the intersection of Temple and Ponderosa which would reduce some of the land area immediately adjacent to the Boys' Club.

The applicant has also indicated that 10 parking spaces would be provided to service the Boys' Club. However, the application has indicated that approximately 100 parking spaces provided by the Park and Recreation District would be available for the usage.

The actual access to the Boys' Club parking would be located on the Park District property via a drive which has not been installed at this time.

The general design of the building is intended to correspond with that of the recreational pool area previously constructed, which is primarily a masonry exterior with eaves of rough plaster with a dark stained rough-sawn redwood fascia. The actual detailed colors, materials have not been submitted with the application.

Staff Review:

The staff in reviewing the development plans for the Camarillo Boys' Club has two basic concerns involving the project.

1. Since the initial filing of the application the City has received the new development plans for the proposed library on Ponderosa. This library depicts the general heritage

To: Planning Commission  
Re: C-SUP-9

July 3, 1973

character that is intended to be carried out throughout the City and it includes wrought iron, stucco and tile with accent coloring corresponding with the overall theme.

The Boys' Club design, however, does not relate to the general heritage nor to the character of the library building and it is staff's feeling that the general theme of the structure should relate to the image intended to be employed throughout the City, which is generally early Californian.

2. This concern relates to the parking intended to service the Camarillo Boys' Club. Under the existing ordinance a specific section outlining the particular requirement has not been specified. However, the Planning Commission is required to review the usage and establish a parking ratio based upon the most comparable standard currently contained within the zone provisions.

The Commission may make certain modifications of these standards if sufficient justification is warranted. Accordingly, a requirement of 1 parking space for each 250 square feet of the gymnasium area would appear to be adequate, plus 1 parking space for each employee and 1 parking space for every classroom or activity room provided within the facility. This would indicate an immediate need for approximately 23 separate parking spaces. If, however, the Recreation and Park District would indicate they have no objections to the use of their parking area in relation to this use the total number of parking spaces could be reduced.

The staff would also like to suggest that the Commission review alternate exterior designs for the building and that a minimum setback from the public right-of-way of 20 feet be established which is in keeping with the other setbacks previously established in the immediate area.

The following conditions are suggested for Commission review.

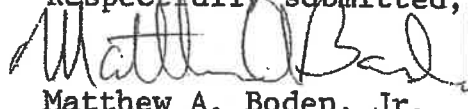
1. That the development plan be revised to indicate a minimum 20 foot setback from Ponderosa Drive and Temple Avenue.
2. That the Recreation and Park District indicate that they have no objections to the use of the parking area by the Boys' Club.

3. That this Permit is granted for a one year time period commencing on July 3, 1973.
4. That a detailed building, landscaping, lighting and irrigation plan be submitted to the Planning Commission prior to the issuance of any zone clearance.
5. That the building be reviewed under the City's Open Space and Conservation Element of the General Plan relative to the conjectural seismic fault which traverses the property to insure that the design is adequate for a safe, sound structure.
6. That prior to issuance of the zone clearance for the second phase of improvement the development plan be submitted to the Planning Commission for approval in accordance with general provisions as previously outlined.
7. That a land division will be processed to establish this parcel.
8. That this Special Use Permit shall be subject to all relevant conditions contained in the standard conditions for subdivisions, attached as Exhibit B.
9. A deposit for the amount of money needed to insure certain public improvements be made and an agreement with the formula accepted by the Boys' Club, Property Division of the County of Ventura Public Works and the Pleasant Valley Recreation and Park District.

The staff has also attached for Commission review the Environmental Impact Report indicating that the proposed project will not have a significant impact on the area.

An appropriate resolution has been attached either for approval or denial of the request, which is in keeping with the general procedures.

Respectfully submitted,



Matthew A. Boden, Jr.  
Planning Director

MAB:eb  
Enc.

MARTIN J. BURKE  
ROYAL M. SORENSEN  
DWIGHT A. NEWELL  
JAMES T. BRADSHAW, JR.  
GEORGE W. WAKEFIELD  
MARK C. ALLEN, JR.  
RICHARD R. TERZIAN  
MARTIN L. BURKE  
CARL K. NEWTON

DENNIS P. BURKE  
LELAND C. DOLLEY  
WAYNE E. BARLOW  
COLIN LENNARD

LAW OFFICES  
**BURKE, WILLIAMS & SORENSEN**  
SUITE 1000  
649 SOUTH OLIVE STREET  
LOS ANGELES, CALIFORNIA 90014

TELEPHONE  
(213) 486-0101

HARRY C. WILLIAMS  
(1912-1967)

August 15, 1973

Mr. Larry Davis  
Planning Associate  
City of Camarillo  
P.O. Box 248  
Camarillo, California 93010

Re: C-SUP-9 Boys' Club

Dear Larry:

After reviewing your memorandum of August 7, 1973, it is my opinion that the agreement attached thereto satisfies the subject condition. The condition as I understood it was the Boys' Club was to supply written evidence that the District had no objection to the Boys' Club use of some of the parking area.

The condition did not specify any length of time and it did not require a firm agreement, simply a no objection statement. The proposed agreement will satisfy this purpose.

Yours very truly,



ROYAL M. SORENSEN

RMS:eh



MUTUAL USE PARKING AND  
DRIVEWAY LICENSE AGREEMENT

This agreement made this 1st day of September  
1973, by and between the Pleasant Valley Recreation and  
Park District hereinafter called the "district" and the  
Boys' Club of Camarillo, hereinafter called the "club,"

WITNESSETH:

1. District is the owner of land described on Schedule A attached hereto and made a part hereof by reference. Part of said land is developed with asphaltic pavement as a parking lot, which contains 12 or more auto parking spaces, and has access via one or more driveways to Temple Avenue in the City of Camarillo.
2. Club is the owner of land described on Schedule B attached hereto and made a part hereof by reference. Part of said land will be developed with asphaltic pavement as a parking lot during all times during which this agreement will be operative, the parking lot on same will adjoin and be on the same grade as that parking lot on District property described on Schedule A, and said parking lot will contain 12 or more auto parking spaces.
3. Each of said parties to this agreement hereby grants a revocable license to the other to utilize 12 of its parking spaces if and when same are unoccupied for use as parking places for automobiles of employees, members, patrons, or members of the general public using the facilities

of the other party.

4. District grants the right to Club to construct a new driveway at Club's expense on District's property at a location and with type of construction to be approved in advance in writing by District.

5. This license shall be effective for a period of one year from and after the date hereof, provided however that both parties shall have the right, at their option, to shut off access to the other to their respective facilities for one day during said year for the purpose of protecting against claims by anyone relating to easements by prescription on said respective properties.

6. This license agreement shall be renewed automatically, for additional one year periods at the expiration hereof and each extension hereunder, without further action by either party, unless either party shall give written notice to the other of its intention not to extend this agreement, which notice shall be given to the other by certified mail or hand delivery not later than 15 days prior to the expiration of this term or any extension hereof.

7. In the event the property described in Schedule B shall cease to be used as a Boys' Club, then this license agreement shall terminate at once and without notice of any kind to either party.

IN WITNESS WHEREOF, the parties hereto have

hereunto set their hands the day and year first above  
set forth.

PLEASANT VALLEY RECREATION  
AND PARK DISTRICT.

By James Wheeler  
Chairman of Board

BOYS' CLUB OF CAMARILLO

By [Signature]  
President



# Pleasant Valley Recreation and Park District

1605 E. Burnley St., Camarillo, CA 93010

Phone: (805) 482-1996

FAX: (805) 482-3468

**BOARD OF DIRECTORS**  
NANCY C. BUSH  
KEVIN KILDEE  
WILLIAM MARSDEN  
CAROL SCHAU  
MELVILLE VINCENT

**GENERAL MANAGER**  
ELDRED E. LOKKER

March 15, 1995

Mr. Jay Grigsby, Executive Director  
Boys & Girls Club of Camarillo  
P. O. Box 231  
Camarillo, CA 93011

Dear Jay:

This memorializes the understanding between the Pleasant Valley Recreation and Park District and the Boys and Girls Club of Camarillo as the cooperative relationship carries on in the community, with the concurrence of the Park District Board of Directors at their regular meeting on March 1, 1995.

The joint use of parking spaces on lands belonging to either agency shall continue. The newly designed common entry to the parking area shall allow for signage which clarifies direction for facility users. Water service for a planter bed on Club property near the entrance may be obtained from Park District.

Club shall be permitted to encroach upon Park District land for a few feet along the eastern Club property line in order to provide for a walkway to the basketball area of Club. Handicapped parking spaces may be designated on Park District property to serve users of the Club facility gaining access at the new entrance to the Club on the southeast corner.

Club shall be permitted to construct an additional trash enclosure on Park District property adjacent to the existing enclosure. Construction materials and design shall be similar to existing enclosure, and shall be approved by Park District General Manager prior to construction.

Sincerely,

Eldred E. Lokker  
General Manager

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: January 2, 2020**

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

**SUMMARY**

The Pleasant Valley Recreation and Park District (“District”) and City of Camarillo (“City”) jointly approved “Plan D” (Stand Alone). This 30,728 square foot addition includes a 2-court gymnasium, a large activity room, a large multi-purpose/fitness room, a medium activity room, lobby and office space, lockers, restrooms, and storage. Costs for the construction of this option are estimated at \$34.5 million. Neither organization can afford the project in its entirety so both organizations have been tasked with exploring financing options for the project.

**BACKGROUND**

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

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

At the September 16, 2019 joint special meeting, the District Board and City Council agreed to Option D (Stand Alone). This 30,728 square foot addition includes a 2-court gymnasium, a large activity room, a large multi-purpose/fitness room, a medium activity room, lobby and office space, lockers, restrooms, and storage. Costs for the construction of this option are estimated at \$34.5 million and will not require seismic retrofitting.

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

### **ANALYSIS**

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

The presentation provided financing options, such as:

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

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

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

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

### **FISCAL IMPACT**

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

### **RECOMMENDATION**

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

### **ATTACHMENTS**

- 1) Request for Proposal (7 pages)
- 2) Professional Agreement Template (13 pages)

# REQUEST FOR PROPOSAL

## VOTER OPINION SURVEYS AND POLLING SERVICES



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

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

**RFP responses to be received until 2:00pm February 28, 2020**

## Contents

Introduction.....	3
Project Scope.....	4
Submission Requirements.....	4
Firm Selection.....	5
Project Schedule.....	6



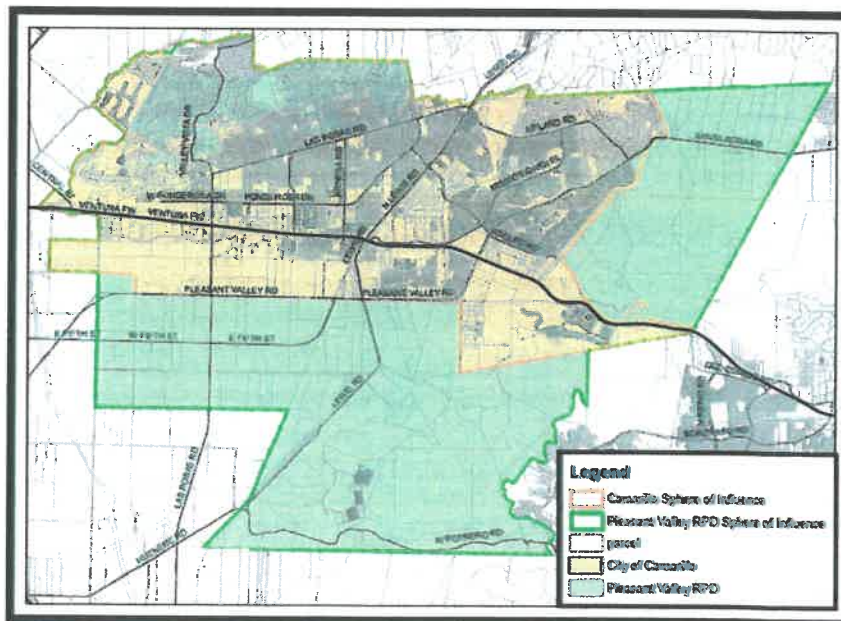
## Introduction

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

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 57 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbecue areas.

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

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



## Background Information

The Pleasant Valley Recreation and Park District (“District”) partnered with the City of Camarillo (“City”) to request assistance in the visioning and preparation of design concepts and cost estimations for a Senior and Community Recreation Facility. The District and City jointly approved

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

### Project Scope

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

### Polling and Public Opinion Research Services

1. Development of the survey instrument proposed for a voter opinion poll and the methodology to be employed for a statistically valid sampling of the registered voters. The survey must be made available in English and Spanish.
2. Process of conducting and interpreting the public opinion poll, including the sample size based on the District demographics. Include methods used to mitigate language barriers.
3. Coordination with the District to assess the results of the public opinion poll, discuss implications, related issues and alternatives.
4. A draft and final written report and presentation of results. The final report shall include at a minimum the framework and methodology used; the tabulation of all calls and/or contracts made as part of the survey; the tabulation of survey results, key findings, and detailed findings (i.e., top-lines, and cross tabs); and conclusions and recommendations.
5. If the District and/or City moves forward with placement of a revenue ballot measure in July/August 2020, the scope of work will also include assistance in developing ballot measure and ordinance language.

### Proposal Submittal Requirements

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

**All acceptable proposals submitted must include the following:**

#### **Letter to the Selection Committee (Liaison Committee)**

This is your opportunity to introduce your team to us. The letter must convey a basic understanding of the prospective project and its key objectives and an overview of the

Project team. Explain the applicant’s experience providing similar services for government entities, including experience identifying important policy options based on research and analyses.

**Staffing Qualifications and Organization Experience**

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

**Work Plan and Schedule**

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

**Cost Proposal/Schedule of Fees**

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

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

**Contract Requirements**

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

### Firm Selection Process

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

- Understanding of the project and technical approach
- Firm’s qualifications and technical experience, particularly within the municipal government environment
- Overall project design and methodology
- Proposed cost to provide the requested services
- Willingness to enter into a contract and provide insurance substantially in the form of the District’s standard services agreement (Attachment A). Within 30 days of Board approval, enter into a contract with the District.
- The District will contact the references of the top proposals and will use that information in the evaluation and selection process.

### Right to Reject

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

### Project Schedule

1. Request for Proposal Open - January 3, 2020
2. **Deadline for Proposals - 2:00 pm February 28, 2020**
3. Consultants Selected for Interview - March 2nd – March 15th, 2020
4. Interviews Conducted – March 2020
5. Approval and Award of Project - April 2020
6. Presentation of Final Report to District Board – July 2020

### Additional Information

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

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

**Attachments:**

Attachment A – Standard Services Contract Template

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

This agreement is made and entered into, effective [REDACTED] between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and [REDACTED], a California [REDACTED] ("Consultant").

**RECITALS**

**WHEREAS**, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of an Open Space, Trail, and Greenway Planning Study ("Project").

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

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

**1. Scope of Services**

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work August 2017 attached as Exhibit "B" and incorporated by reference herein.

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

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

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

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

1.

2.

3.

## 2. Term of Contract

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

## 3. Force Majeure

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

## 4. Independent Contractor Relationship

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

- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

## **5. Compliance with Laws**

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

## **6. Licenses, Permits, Fees and Assessments.**

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

## **7. Environmental Laws.**

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

## **8. Acknowledgment of Relationship**

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

## **9. Payment to Consultant**

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the



exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

**Total Project Cost not to Exceed: \$ \_\_\_\_\_**

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

#### **10. Assistance by District**

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

The District's Project Manager shall be Mary Otten, General Manager.

#### **11. Ownership of Documentation**

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

#### **12. Termination of Contract**

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

#### **13. Indemnification and Hold Harmless; Insurance Requirements**

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and

against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

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

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

#### **14. No Assignment**

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

#### **15. Examination of Records**

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

**16. Notice**

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

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT  
Attn: Mary Otten, General Manager  
1605 E. Burnley Street  
Camarillo, CA 93010

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

**17. No Waiver**

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

**18. Partial Invalidity**

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

**19. Terms**

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

**20. Incorporation of Recitals**

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

**21. California Law**

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

**22. Additional Provisions**

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

**23. Attorneys' Fees.**

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

**24. Conflict of Interest.**

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

**25. Interpretation.**

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

**26. Corporate Authority.**

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

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

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

By: \_\_\_\_\_  
Mary Otten, General Manager

**ATTEST:**

\_\_\_\_\_  
INSERT

**CONSULTANT:**  
**XXXX**, a California corporation &  
PARK DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT "A"

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

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

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

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

### **DEDUCTIBLES AND SELF-INSURED RETENTION**

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

### **OTHER INSURANCE PROVISIONS**

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

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

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

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

### **ACCEPTABILITY OF INSURERS**

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

### **VERIFICATION OF COVERAGE**

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

### **SUB-CONTRACTORS**

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

END OF PAGE



EXHIBIT "B"  
SCOPE OF WORK

X

DRAFT

EXHIBIT "C"  
COMPENSATION

X

DRAFT

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: January 2, 2020**

**SUBJECT: REQUEST FOR PROPOSALS FOR A PUBLIC CONSULTING FIRM TO PERFORM A NEXUS STUDY FOR THE PURPOSE OF ESTABLISHING DEVELOPER IMPACT FEES**

**SUMMARY**

The Pleasant Valley Recreation and Park District (“District”) and City of Camarillo (“City”) have been in discussions regarding establishing park impact fees in response to the increase in non-subdivided in-fill residential development projects not eligible for Quimby fees. Quimby fees are only applicable in cases where new developments subdivide existing parcels. As the City reaches build-out and is beginning to entertain more urban residential in-fill projects, the District seeks to partially alleviate the impact these new developments have on the park system. However, in order for the City to establish this fee, the District must provide proof of impact, which can be provided with a nexus study.

**BACKGROUND**

District and City staff have been discussing the potential for Development Impact Fees (DIFs) since June of 2019. As the City begins to approach “build-out,” new residential developments are less likely to involve the subdivision of existing lots. For the District, this means a substantial slowing of the Quimby fee revenue it has received. However, new projects continue to increase the demand placed on District facilities with no revenue to offset it or even maintain the existing level of service. To address this, DIFs for parks and recreation facilities as outlined in CA GOV §66000 have been suggested as a potential means for mitigating the impacts of new in-fill development.

In October the City Council was briefed on the idea during a study session. They expressed tentative support of DIFs with support from the City Manager and the Community Development Department. If the District was to provide a Nexus Study showing the impact and justifying the fees, City staff would bring the measure before the Council for discussion.

**ANALYSIS**

Development Impact Fees are different in nature than Quimby fees, the processes in which staff are already familiar. As DIFs must be levied and collected by the Approving Agency (City or County), there are certain requirements that must be met before they can be paid. These requirements are found in GOV §66000. However, in order for the District to show a need for the

establishment of fees, the City requires detailed research into the issue through a Nexus Study. This RFP seeks to satisfy the City's requirements generally through the following summary of the scope of work:

- Provide a detailed and legally defensible justification and analysis, including nexus studies demonstrating the financial connection between the need for each proposed fee and build-out of the District.
- Provide an assessment of the impact fees already in place within the entire District's jurisdiction (i.e. City and County) which may be underutilized, recommendations for adjustments to such fees and a basis upon which to efficiently utilize existing impact fee revenues.
- Provide a detailed analysis of current levels of service and the necessary measures to achieve the desired level of service outlined in the City of Camarillo's General Plan.
- Suggestion of unique areas or separate zones, where appropriate and necessary, to identify opportunities for additional revenue to accommodate District-wide growth.
- Sample calculations to provide for facilities, equipment, and infrastructure needed to support recreation and park services for growth based on forecasts of new development over a thirty (30) year period.

While a Nexus Study will research these items and should provide the District with the information needed for the City to establish Park DIFs, upon their establishment a great amount of cooperation will be needed between City and District staff. In summary, the District will need to provide the City with projects the District seeks to fund with fees from each development for which they will be levied. Furthermore, the projects must be linked to the developments and accounting must be kept explaining when and how fees will be expended. Mandatory reporting requirements will likely be satisfied conjunctively with City and District staff. Additionally, public noticing will be necessary when the fees are to be levied, an action which should remain a City staff responsibility. The City and District must work on justifying these fees hand in hand.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this action; upon selection of a consultant the District will be obligated to appropriate funds for the contract.

#### **RECOMMENDATION**

It is recommended that the Board approve and authorize the General Manager to issue a Request for Proposals for a public consulting firm to perform a nexus study for the purpose of establishing developer impact fees.

#### **ATTACHMENTS**

- 1) Request for Proposal (8 pages)
- 2) Professional Agreement Template (13 pages)

# REQUEST FOR PROPOSAL

## DEVELOPMENT IMPACT FEE STUDY



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

Submit Proposals to:  
Pleasant Valley Recreation and Park District  
Attn: Anthony Miller  
1605 E. Burnley Street  
Camarillo, CA 93010  
(805) 482-1996 x110  
[motten@pvrpd.org](mailto:motten@pvrpd.org)

**RFP responses to be received until 2:00pm February 28, 2020**

## Contents

Introduction.....	3
Project Scope.....	3
Submission Requirements .....	4
Firm Selection.....	5
Project Schedule.....	6

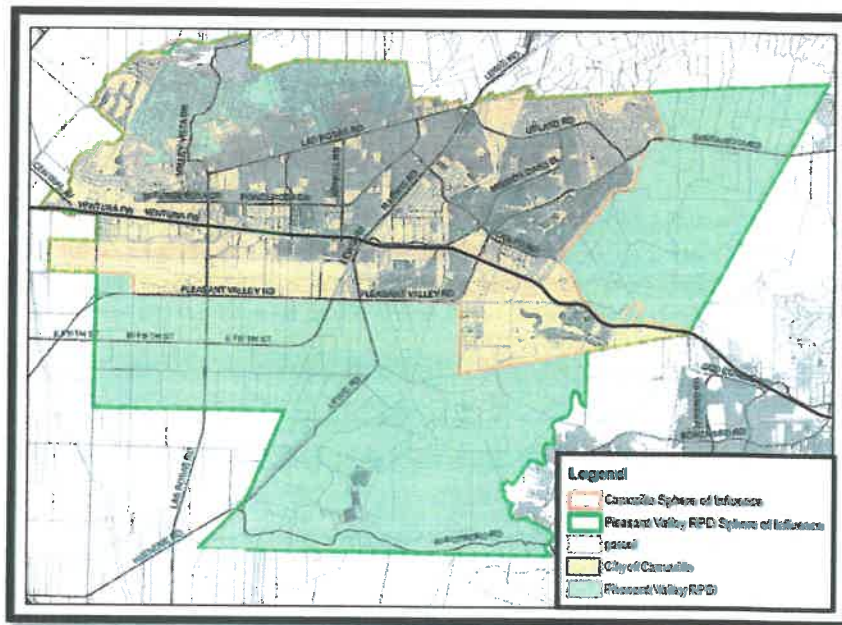
## Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) from qualified firms or teams of firms with experience in conducting development impact fee (DIFs) studies for recreation and park facilities and services.

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the wider Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District encompasses the city of Camarillo (“City”) and surrounding areas, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 57 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis courts, a running track, walking paths, premier soccer fields, hiking trails, a nature center, picnic pavilions, children’s play equipment, and barbecue areas.

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

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



## Project Scope

The Scope of Work will encompass working closely with District staff to develop a final report which will:

- Provide a detailed and legally defensible justification and analysis, including nexus studies demonstrating the financial connection between the need for each proposed fee and build-out of the District.

- Provide an assessment of the impact fees already in place within the entire District's jurisdiction (i.e. City and County) which may be underutilized in supporting the District's operations, recommendations for adjustments to such fees if they exist and a basis upon which to efficiently utilize existing impact fee revenues.
- Provide a detailed analysis of current levels of service and the necessary measures to achieve the desired level of service outlined in the City of Camarillo's General Plan.
- Offer suggestions of unique areas or separate zones, where appropriate and necessary, to identify opportunities for additional revenue to accommodate District-wide growth.
- Detail sample calculations to provide for facilities, equipment, and infrastructure needed to support recreation and park services for growth based on forecasts of new development over a thirty (30) year period.

The District anticipates that the above Scope will require the items noted below. If the Consultant recommends that additional tasks are warranted, they must be clearly identified in Consultant's proposal.

**A. Expected Base Services**

- i. Conduct Kick Off meeting with District staff to refine the project scope, purpose, uses and goals of the District's development impact fee study to ensure that the study will be both accurate and appropriate to the District's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- ii. Meet with staff and conduct interviews as needed to gain an understanding of the District's processes and operations.
- iii. Identify and clarify existing and applicable city, county, and District standards (including references to the General Plan(s), Master Plan(s), Specific Plan(s) and Municipal Code(s) within the District's service area) and acceptable levels of service for specific facilities and functions, and the related fees for public safety services.
- iv. Conduct a comprehensive review of existing impact fees within the District's service area available for Recreation and Parks facilities and services, including impact fees imposed by the City of Camarillo and Ventura County, with the goal of establishing a consistent and objectively based fee structure that meets the needs of the District and its service area.
- v. Describe assumptions and bases for assumptions regarding existing levels of service in the District compared to existing standards, including a description of existing facilities and the existing number of equivalent development units (EDU) or residents served.
- vi. For the purpose of determining the level of service, the study shall include assumptions and bases for assumptions, regarding specific facilities to be constructed and the number of EDU's or new developments to be served.
- vii. Describe assumptions and bases for assumptions regarding the type of development projects planned within the District's jurisdiction and the impact new developments would have upon the level of service for existing facilities. The varying impacts of new development should be broken down by use and include, for example, Single Family, Multi-Family, Commercial Office, and Industrial/Institutional categories.



- viii. Describe whether new development in the District will require additional facilities with particular emphasis placed upon facilities currently under consideration. If additional facilities will be required, include a description of the standards by which it was determined that additional facilities would be required, and a description of the additional facilities required.
- ix. Describe the impact upon the level of service for the new development in the District after the additional facilities are constructed. Describe how the new development would benefit from the additional facilities.
- x. Prepare an estimated cost of providing additional facilities pursuant to Government Code Section 66005(a). Describe the basis upon which the total estimated cost of providing additional facilities would be allocated to each EDU in the District.
- xi. Prepare a listing of projects eligible for funding from existing and new impact fees.
- xii. Alert the District of other matters that come to the attention of the consultant in the course of this evaluation that in consultant's professional opinion the District should consider.
- xiii. Prepare a report of findings which shall include, but not be limited to, the following:
  1. Description of the overall methodology;
  2. Supporting justification;
  3. Recommended development impact fees;
  4. Analysis and calculations that provide each legal nexus between the recommended fee and the impact created by the new development;
  5. The relationship between the fee's use and the type of project on which it would be imposed;
  6. The need for any additional facilities and the type of project on which the fee would be imposed, the amount of the fee, and the cost of the facility (or portion of the facility) attributable to new development;
  7. The purpose of the proposed new fee;
  8. How the fee would be used;
  9. A summary of key results and findings, and explanation of the methodology used and documentation compliance with the "reasonable relationship" requirements of AB1600; and
  10. Any additional matters that District staff should be made aware of.
- xiv. Participate in presentations to District staff and the District Board of Directors or other interested parties as deemed necessary by District. Collect and document comments and concerns from staff and the Board members and incorporate those comments as directed. Assist with development of staff reports, resolutions/ordinances and related presentations.
- xv. Prepare a final study and provide up to six (6) bound copies, one (1) unbound copy, one (1) digital file copy in PDF format and one (1) editable digital file copy to the District.

The impact fee analysis shall be compared to at least three similar Recreation and Park Districts to ensure reasonableness, consistency and feasibility. Pursuant to Government Code Section 66000, et seq., the study shall include sufficient information and analysis upon which the District may base the findings that there is a reasonable and legally defensible relationship (benefit and burden) between the type of development projects planned for the District and the need for new or expanded facilities.

The selected consultant's proposed Work Plan and Schedule as based on the above items will form the basis for negotiations of a final Scope of Work in a Professional Services Agreement.

### **Proposal Submittal Requirements**

The prospective Respondent shall submit six (6) copies, plus an electronic version of the proposal to the Pleasant Valley Recreation and Park District, which will not be opened publicly. All submittals shall be from a Consultant that has demonstrated experience in producing and conducting Developer Impact Fee studies.

**All acceptable proposals submitted must include the following:**

#### **Letter to the Selection Committee (Liaison Committee)**

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

#### **Staffing Qualifications and Organization Experience**

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

#### **Work Plan and Schedule**

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

#### **Cost Proposal/Schedule of Fees**

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

- If the fee is based on hourly rates, include rates for all team members, the expected range of billable hours, and a "not to exceed" budget.
- Project costs broken out and to include all expenses that will be charged to the District.
- Provide proposed incremental costs for any optional services, or other variability in services, particularly the cost for additional presentations beyond a minimum of three.
- A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District.

### **Contract Requirements**

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

### **Firm Selection Process**

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

- Understanding of the project and technical approach
- Firm’s qualifications and technical experience, particularly within the municipal government environment
- Overall project design and methodology
- Proposed cost to provide the requested services
- Willingness to enter into a contract and provide insurance substantially in the form of the District’s standard services agreement (Attachment A). Within 30 days of Board approval, enter into a contract with the District.
- The District will contact the references of the top proposals and will use that information in the evaluation and selection process.
- Proposal reasonableness, consistency and feasibility as compared to at least three similar Recreation and Park Districts as selected by District Staff.

### **Right to Reject**

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

### **Project Schedule**

1. Request for Proposal Open - January 3, 2020
2. **Deadline for Proposals - 2:00 pm February 28, 2020**
3. Consultants Selected for Interview - March 2nd – March 15th, 2020
4. Interviews Conducted – March 2020
5. Approval and Award of Project - April 2020
6. Presentation of Final Report to District Board – July 2020

### **Additional Information**

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

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

**Attachments:**

Attachment A – Standard Services Contract Template

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

This agreement is made and entered into, effective [REDACTED] between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and [REDACTED], a California [REDACTED] ("Consultant").

**RECITALS**

**WHEREAS**, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of an Open Space, Trail, and Greenway Planning Study ("Project").

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

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

**1. Scope of Services**

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work August 2017 attached as Exhibit "B" and incorporated by reference herein.

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

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

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

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

1.

2.

3.

## 2. Term of Contract

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

## 3. Force Majeure

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

## 4. Independent Contractor Relationship

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

- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

## **5. Compliance with Laws**

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

## **6. Licenses, Permits, Fees and Assessments.**

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

## **7. Environmental Laws.**

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

## **8. Acknowledgment of Relationship**

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

## **9. Payment to Consultant**

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the

exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

**Total Project Cost not to Exceed: \$** \_\_\_\_\_

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

#### **10. Assistance by District**

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

The District's Project Manager shall be Mary Otten, General Manager.

#### **11. Ownership of Documentation**

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

#### **12. Termination of Contract**

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

#### **13. Indemnification and Hold Harmless; Insurance Requirements**

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and



against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

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

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

#### **14. No Assignment**

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

#### **15. Examination of Records**

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

**16. Notice**

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

**To Consultant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT  
Attn: Mary Otten, General Manager  
1605 E. Burnley Street  
Camarillo, CA 93010

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

**17. No Waiver**

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

**18. Partial Invalidity**

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

**19. Terms**

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

**20. Incorporation of Recitals**

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

**21. California Law**

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

**22. Additional Provisions**

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

**23. Attorneys' Fees.**

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

**24. Conflict of Interest.**

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

**25. Interpretation.**

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

**26. Corporate Authority.**

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

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

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

By: \_\_\_\_\_  
Mary Otten, General Manager

ATTEST:

\_\_\_\_\_  
INSERT

**CONSULTANT:**  
**XXXX**, a California corporation &  
PARK DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT "A"

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

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

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

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

### **DEDUCTIBLES AND SELF-INSURED RETENTION**

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

### **OTHER INSURANCE PROVISIONS**

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

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

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

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

### **ACCEPTABILITY OF INSURERS**

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

### **VERIFICATION OF COVERAGE**

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

### **SUB-CONTRACTORS**

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

END OF PAGE

EXHIBIT "B"  
SCOPE OF WORK

X

DRAFT



EXHIBIT "C"  
COMPENSATION

X

DRAFT

**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: January 2, 2020**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD  
FOR THE AQUATIC CENTER SHOWER AND  
DRESSING ROOM REMODEL**

**SUMMARY**

The Pleasant Recreation and Park District have included in the FY 2019/2020 budget a renovation and expansion of the restroom facilities at the Pleasant Valley Aquatic Center. It was determined this project would be funded with Quimby fees. The District Board has currently set aside Quimby funds in the amount of \$500,000. Over the course of the past few months the Board has approved an architectural design firm, an RFP for construction and the final step prior to construction is approval of a bid award.

**BACKGROUND**

Staff identified this Capital Improvement Project in the FY 2019/2020 budget workshops and funded with the approval of the 2019/20 budget. The Board appropriated Quimby funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) to design and remodel the existing showers and dressing rooms.

On July 29, 2019, a special meeting was held where staff requested and received Board approval for the Request for Proposal (RFP) for the Aquatic Center Showers and Dressing Rooms Design Remodel capital project. With Board approval, staff began to solicit an architectural firm to create design plans for this stage of the project.

On September 4, 2019, staff asked the Board to approve the selected architectural firm to design and draw new construction plans. Leach Mounce Architects was the only bidder, coming in at Sixty-One Thousand, Nine Hundred Ninety Dollars (\$61,990). Leach Mounce Architects have previously completed work for the District with the last project being the Restroom Remodel at Valle Lindo Park.

At the October 2, 2019 Board meeting, staff presented to the Board the proposed new drawings for the Aquatic Center design. The Board accepted the new layout of the showers and dressing rooms.

On November 7, 2019, staff asked the Board to approve the bid specifications for the above-mentioned project and solicit bids and come back at the December Board meeting for bid award. Staff extended the bid closure date from December 2 to December 16 to ensure enough time was given to receive multiple bids.

**ANALYSIS**

All bids were due on December 16, 2019 at 10:00 a.m. Four (4) contractors attended the mandatory job walk. The District received three (3) bids as shown in the following table.

<b>Vendor</b>	<b>Bid Amount</b>
SBS Corporation	\$576,817
David Atkin Construction	\$608,188
Pre-Con Industries	\$621,500

The lowest bid, received from SBS Corporation, is \$139,249 higher than the engineer’s construction cost estimate for the Project of \$437,568.

The original design had 8 showers with one (1) being A.D.A. compliant. Staff proposed reducing the number of showers from eight (8) to seven (7) and building privacy walls for individual use. Two (2) A.D.A compliant showers will be built within the dressing rooms along with privacy stalls. The project will receive all new tile, plumbing fixtures throughout, new T-Bar ceiling tiles and grid. The lockers will get a fresh coat of paint along with new hardware for personal safety. There will be new partitions, an energy efficient heater system and a shelf for personal use (make-up, hair etc.).

The engineer’s estimate for this project was Three Hundred Ninety-Seven Thousand, Seven Hundred Eighty-Nine Dollars (\$397,789), and a 10% contingency of Thirty-Nine Thousand, Seven Hundred Seventy-Nine Dollars (\$39,779) equals a cost of Four Hundred Thirty-Seven Thousand Five Hundred and Sixty-Eight Dollars (\$437,568). Adding on the architect fees of \$61,990 brings the total cost to \$499,558.

Other components which may need to be considered are the recreational impacts if the Board were to reject all bids and rebid the project. As part of the planning process the District advertised a pool closure from January thru mid-April with no scheduled aquatic programming. Staff would need to coordinate and build out programming, reach out to former employees as many have taken other positions due to the planned construction project, as well as plan additional outreach and marketing efforts to inform the community.

**PROJECT SCHEDULE**

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

- |                          |                 |
|--------------------------|-----------------|
| 1. Contract Award        | January 2, 2020 |
| 2. Start Job             | January 8, 2020 |
| 3. Completion of Project | April 15, 2020  |

**FISCAL IMPACT**

Funding for this project will come from the FY 2019-2020 Quimby Funds. The total expense breakdown is the SBS Construction cost of \$576,817 for the project with a 10% contingency fund (\$57,682) for a cost of \$634,499 plus the architect’s fee of \$61,990. The total cost of the project will be \$696,489; the District’s Quimby Funds currently have Five Million, Nine Hundred Seventy-Four Thousand, One Hundred Eight Dollars (\$5,974,108).

## **RECOMMENDATION**

The Board of Directors has several options to consider:

1. Approve and award the bid to SBS Construction for \$576,817 plus 10% contingency for a project cost not to exceed \$634,499 or
2. Reject all bids received and re-advertise the project for construction bids or
3. Reject all bids received and wait to rebid the project to coincide with the Aquatic Center annual closure in September.

## **ATTACHMENTS**

- 1) Contract (73 pages)
- 2) Bid Abstract (1 page)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL**

**FISCAL YEAR 2019-2020**

**SPEC NO. AC-3-2019**

**BID OPENING: November 8, 2019**

1605 E. Burnley Street  
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**AQUATIC CENTER SHOWER AND DRESSING ROOM**

**REMODEL**

**SPEC NO. AC-3-2019**

**FISCAL YEAR 2019-2020**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

---

Bob Cerasuolo,  
Park Services Manager

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL**

**SPEC NO. AC-3-2019**

**FISCAL YEAR 2019-2020**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....	i
NOTICE INVITING SEALED BIDS .....	A-1 - A-4
INSTRUCTIONS TO BIDDERS .....	B-1 - B-6
BID FORM .....	C-1 - C-5
BID BOND .....	D-1 - D-2
INFORMATION REQUIRED OF BIDDERS .....	E-1 - E-8
AGREEMENT .....	F-1 - F-4
FAITHFUL PERFORMANCE BOND .....	G-1
LABOR AND MATERIAL BOND .....	H-1 - H-2
WORKERS' COMPENSATION CERTIFICATE.....	I-1
APPRENTICESHIP REQUIREMENTS.....	J-1
GENERAL PROVISIONS .....	GP-1 - GP-6
SPECIAL PROVISIONS.....	SP-1 - SP-23
TECHNICAL SPECIFICATIONS .....	TP-1 – TP-123
CONSTRUCTION DRAWINGS .....	APPENDIX A

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

**FOR THE**

**AQUATIC CENTER SHOWER AND DRESSING ROOM  
REMODEL  
SPEC NO. AC-3-2019**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to **the hour of 10:00 am on Monday, December 16, 2019** at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

**AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL  
SPEC NO. AC-3-2019**

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

The words "AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC. NO. VL-2019-2 shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting **Thursday, November 21, 2019, at 10:00 A.M., at the project site, 1030 Temple Ave. Camarillo, CA 93010.**

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL**. The work will take place at 1030 Temple Ave. Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**TIME LINE FOR THE PROJECT:**

Request for Proposals released,	November 8, 2019
Mandatory job walk,	November 21, 2019 10:00 a.m.
Questions in by,	November 25, 2019
Proposals must be received by,	December 16, 2019, 10:00 a.m.
Contract award,	January 3, 2020
Project start date approx.	January 8, 2020
Project completion date no later than,	April 15, 2020



Rain Days will be reviewed

**THE PROJECT MANAGER'S ESTIMATE FOR THIS AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL IS: \$293,860**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **Ninety-Eight (98) consecutive working days, This job and all Invoices will be turned in by May 30, 2020** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

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

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

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

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

**BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL. To register to bid on this project, email the Park Services Manager at [bobc@pvrrpd.org](mailto:bobc@pvrrpd.org) 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019.**

**BID QUESTIONS:** All bid questions shall be submitted by email to both the Parks Services Manager at [bobc@pvrrpd.org](mailto:bobc@pvrrpd.org) and Architect Matt Huntington at [Matt Huntington matt@leachmouncearchitects.com](mailto:matt@leachmouncearchitects.com) no later than **Friday, December 6, 2019, at 12 p.m.** for the benefit of all proposed bidders; in advance of bid date for a response.

## INSTRUCTIONS TO BIDDERS

**BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL. To register to bid on this project, email **Bob Cerasuolo, Park Services Manager**, at **bobc@pvrpd.org** least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

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

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

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

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

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

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

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided; or to conform to any of the stipulated

requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property

damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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



**Builder's risk insurance.** Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL.

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

#### **Other provisions or requirements**

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

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents,

representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

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

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

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

**BID FORM**

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

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

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

\_\_\_\_\_

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

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

**FOR THE**

**AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL**

**SPEC NO. AC-3-2019**

**FISCAL YEAR 2019-2020**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**AQUATIC CENTER SHOWER AND DRESSING ROOM**  
**REMODEL**

**SPEC NO. AC-3-2019**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL  
SPEC NO. AC-3-2019**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Demolition					
4.	Concrete Flooring and Walkways					
5.	Common Work Results for Electrical					
6.	Grounding and Bonding					
7.	New Heaters in dressing rooms					
8.	Plumbing floor drains					
9.	Plumbing Fixtures					
10.	Building privacy walls					
11.	Building walls in A.D.A areas					
12.	Doors and Trim					
13.	T-Bar ceiling					
14.	Painting interior walls (TBD)					
15.	Lockers painting (TBD)					



ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Lockers replace missing hardware					
17.	Partitions white plastic					
18.	Tile floors and walls					
19.	Counter tops/workstations					
20.	BID ALT's for Tile #1					
21.	BID ALT's for Tile #2					
22.	BID ALT's for Tile #3					
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						
_____						

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED \_\_\_\_\_ AT \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

(Sole Owner, Partner, Corporate Officer) \*

\*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

## RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

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

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

Dated \_\_\_\_\_

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

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

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

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

\_\_\_\_\_

(By)

\_\_\_\_\_

(Title)

ATTEST:

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

(By)

\_\_\_\_\_

(Title)

(To be filled in by Surety):

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

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

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

## INFORMATION REQUIRED OF BIDDERS

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

(Additional sheets may be attached if necessary.)

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(9) List at least Three (3) completed Facilities within the last seven (7) years

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

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

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

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

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

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

(12) List the name and address of all **subcontractors who will perform work** in or about the **AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL** and indicate what part of the work will be done by each such Subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

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

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

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

# CONTRACTOR LICENSE AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

The undersigned declares:

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

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

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

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

## AGREEMENT

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

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

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

**ARTICLE III:** All work to be done under this contract shall be completed within **Ninety-Eight (98) consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated \_\_\_\_\_, 2020

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

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

Dated \_\_\_\_\_, 2020

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

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

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

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

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

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

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

**FAITHFUL PERFORMANCE BOND**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to \_\_\_\_\_, as Contractor ("Principal"), a Contract for the work entitled and described as follows **AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL, SPEC NO. AC-3-2019;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_ **PRINCIPAL**

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

Address of Surety:

\_\_\_\_\_

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

\_\_\_\_\_ TELEPHONE

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

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

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

**AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL**

**SPEC NO. AC-3-2019**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
TELEPHONE

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

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

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

**Labor Code Section 3700**

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

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

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

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

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

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

---

**CONTRACTOR**

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

---

TITLE

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

## **APPRENTICESHIP REQUIREMENTS**

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

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

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

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

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

### **NOTICE**

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

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

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

**LOCATION OF WORK:** The work will take place at 1030 Temple Ave., in Camarillo, California

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

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

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

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

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



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

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

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

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

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

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

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

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

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

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

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

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **SPECIAL PROVISIONS**

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

### **AQUATIC CENTER SHOWER AND DRESSING ROOM REMODEL FISCAL YEAR 2019-2020**

#### **SPEC NO. AC-3-2019**

#### **1. GENERAL**

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

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

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

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

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

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

**2.5 PLANS AND SPECIFICATIONS**

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

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

**2-5.4 Record Drawings.**

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

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

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

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within Ninety-Eight days (98) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

**E. FINAL INVOICE AND PAYMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

[2] Perform work the Project Manager deems necessary to secure the for termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**P. CHANGES IN WORK:**

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

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

**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

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

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

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991."

### **“20104.2. Claims; requirements; tort claims excluded**

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

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

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

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

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

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

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

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

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

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

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

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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

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

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

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

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

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

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

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

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

**Y. DELAYS AND EXTENSIONS OF TIME**

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

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

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

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

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

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

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

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

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

## 2. PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

therefore.

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

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

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

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

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

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

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

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

**F. AIR POLLUTION CONTROL**



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

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

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

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

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

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

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

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

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

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

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

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

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



**Pleasant Valley Recreation and Park District**

January 2, 2020  
Bob Cerasuolo

**Aquatic Center Shower and Dressing Room Remodel**

		1		2		3	
Company:	SBS Construction	David Atkin Const	Pre-Con Industries				
Phone Number:	805 494-4363	805 642-1958	805 345-3147				
Fax Number:	8054944340	805 650-9999	805 345-3148				
City:	Camatillo	Ventura	Santa Maria				
Quoted By:	David Alatorre	David Atkin	Richard Smith				
<b>Aquatic Center Remodel</b>							
Demolition	YES	YES	YES	YES	YES	YES	YES
Plumbing	YES	YES	YES	YES	YES	YES	YES
Electrical	YES	YES	YES	YES	YES	YES	YES
Concrete	YES	YES	YES	YES	YES	YES	YES
Tile	YES	YES	YES	YES	YES	YES	YES
T-Bar ceiling	YES	YES	YES	YES	YES	YES	YES
Painting	YES	YES	YES	YES	YES	YES	YES
Heating units	YES	YES	YES	YES	YES	YES	YES
Locker painting and hardware replacement	YES	YES	YES	YES	YES	YES	YES
<b>Subtotal</b>							
<b>Labor</b>							
<b>Materials</b>							
<b>Permits/ Inspections</b>							
<b>Other:</b>							
<b>Total Cost Lump Sum Bid Amount</b>	<b>\$576,817</b>	<b>\$608,188</b>	<b>\$621,500</b>				

**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: January 2, 2020**

**SUBJECT: MATURITY OF THE 2016 FOUR-YEAR CERTIFICATE  
OF DEPOSIT (CD)**

**SUMMARY**

Since 2015 the District has invested excess funds into Multi-Bank Securities (MBS) due to a higher yield on investment. On February 12, 2020 the four-year certificate of deposit will come due. As in past years as the bond becomes due, the District Board has the option to either take the funds or roll the funds into another bond.

**BACKGROUND**

Currently, the District uses Pacific Western Bank for all of its funds for District operations and uses Ventura County Pool, Cal Trust, LAIF as well as Multi-Bank Securities for the excess funds. The following is a list of accounts held at Pacific Western Bank: General Fund Checking, Contingency Funds, Capital Improvement Funds, Assessment District Funds, Debt Service Funds, 457 Pension Funds and Quimby Funds. The General Fund is non-interest earning account which is used for paying District bills and for payroll.

In February 2016 the District purchased a four-year certificate of deposit in the amount of \$245,000 with Multi-Bank Securities. The certificate of deposit comes to maturity on February 12, 2020. The Board has the option to either take the funds or roll the funds into another bond. The current four-year certificate of deposit currently has a rate of 1.650%.

According to the PVRPD Investment Policy and the California Debt & Investment Advisory Council, the District can only invest up to 40% of the total investment portfolio in a single security type. Certificates of Deposits are limited up to 30% of the investment portfolio according to the California Debt & Investment Advisory Council with the maximums not to exceed 5 years. The District can invest up to \$1,893,432 with Multi-Bank Securities; currently the District has \$645,000 invested with MBS.

### ANALYSIS

When the District invested with Multi-Bank Securities, the District opted to have ladder certificates of deposit listed. Ladder certificates are certificates that mature yearly. Below is a table showing the certificate of deposits.

<b>U.S. Treasury Type</b>	<b>Interest Rate</b>	<b>Amount of Investment</b>	<b>Status</b>
US 1 Year	0.900%	\$249,000	Cashed-In
US 2 Year	1.200%	\$245,000	Cashed-In
US 4 Year	1.650%	\$245,000	Matures 2020
US 5 Year	1.700%	\$200,000	Matures 2021
US 5 Year	1.950%	\$200,000	Matures 2021

Listed below are the current options which the District Board may take.

Reinvestment Options:

<b>Multi-Bank Securities</b>	<b>As of December 11, 2019</b>
US 3 Month	1.525%
US 6 Month	1.522%
US 1 Year	1.500%
US 2 Year	1.636%
US 3 Year	1.655%
US 5 Year	1.664%

<b>Investment Agency</b>	<b>Interest Rate</b>
Ventura County Pool – Restricted Funds	2.259% * This is the November Interest Rate
Pacific Western Bank – Quimby Account	.30%

### COMMITTEE REVIEW

Staff reviewed the investment options with the Finance Committee on November 20, 2019 and the Finance Committee recommended cashing out the 2016 certificate of deposit (CD) and depositing the funds into the Ventura County Pool Restricted Funds account.

### FISCAL IMPACT

There is no direct impact to the budget. This investment only affects the Quimby Funds and possible future projects the District plans to pursue.

### RECOMMENDATION

It is recommended the Board cash in the 2016 certificate of deposit (CD) and re-invest the funds into the Ventura County Pool Restricted Funds account per the Finance Committee.



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Anthony Miller, Administrative Analyst**

**DATE: January 2, 2020**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 641 ALLOCATING FEES FROM THE FAIRFIELD LLC SUBDIVISION AT 341 MIKE LOZA DR. CAMARILLO, CA 93012 FOR PROJECTS AT PLEASANT VALLEY FIELDS, THE CAMARILLO COMMUNITY CENTER, CAMARILLO GROVE NATURE CENTER AND WITHIN THE FREEDOM PARK MASTER PLAN**

**SUMMARY**

The Pleasant Valley Recreation and Park District staff has developed a list of unique projects which modify and enhance facilities that serve the entire community. As these projects are outside the normal course of maintenance and expand the programmatic capacity of the facility, staff has determined that the projects may be funded with Quimby fees. Staff has reasoned that although the development is located in a different location in the City as these projects, the unique nature of the facilities and the fact that the activities they host are unavailable at any other location means that the effective neighborhood these projects serve includes the entire city. Therefore, Quimby fees from this development may be spent on these projects if the District specifies how, when, and where it will use the fees. Staff is recommending that the Board make a motion to pass Resolution No. 641, which states that the District Board authorizes the expenditure of these fees on the projects in this report for as long as there is fee revenue available from this development.

**BACKGROUND**

On January 15, 2015, the District received \$2,250,489.70 in Park In-Lieu (Quimby) Fees for the construction of 450 units by Fairfield LLC at 300 Lewis Road. These units, the Andorra Apartment complex, have since been constructed and are generally in the area of 341 Mike Loza Dr. These Quimby fees were paid to the Park District to facilitate the construction of park improvements or acquisitions which would serve the subdivision. The City of Camarillo's Quimby ordinance specifies in accordance with California Government Code §66477 that the District may spend fees anywhere within the City's Sphere of Influence, provided all other requirements are met.

The District has identified projects at multiple locations which would meet the requirements for the expenditure of Quimby funds. These projects include facility improvements at the Camarillo Community Center, further implementation of the Freedom Park Master Plan, and the completion of the Nature Center modernization at Camarillo Grove Park. Each of these projects would expand

capacity through various infrastructure improvements and the development of new recreation features.

### **ANALYSIS**

Through the powers granted to the City of Camarillo by California Government Code §66477, the City has established a Park Land Dedication Ordinance (Chapter 18.30, Sections .010 through .120) which specifies that a developer must plan for at least 217.8 square feet of park space for each person anticipated to be living in a development. This requirement applies to all residential subdivisions containing more than five parcels. In-lieu of park space, the City may levy a fee to be paid to the Park District for the District to develop park facilities which will serve the subdivision.

The use of Quimby fee revenue is restricted to park land purchase, new facility construction, existing facility expansion and improvement, and enhancing existing park land within the neighborhood<sup>1</sup> which contains the subdivision for which fees were paid. Additionally, there are several requirements established within which must be met prior to the levying of any fees. As the City is responsible for meeting these requirements and is currently meeting them all, they will not be discussed within this report. While GOV §66477(a)(3)(B) establishes standards which must be met for the District to spend these fees outside of the development's "neighborhood;" the loose definition of neighborhood combined with the community-wide nature of the intended projects has led District staff to determine that the applicable neighborhood in this case is the entire City of Camarillo. As these projects serve the entire city, by that reasoning, they serve the neighborhood which the subdivision is located within. While this enables the District to freely spend the fees on these projects, GOV §66477 states that the District "shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities." To satisfy this requirement, staff is recommending the Board approve four separate project sites for consideration for as long as there is Quimby fee revenue in District possession.

### **Pleasant Valley Fields**

Pleasant Valley Fields is located within the immediate vicinity of the Fairfield Development. As such, no public hearing or noticing is required for the expenditure of Quimby fees at this site. However, a project does have to be identified. The purchase of a fertilizer injector does qualify as a Quimby project as it will allow the District to keep the fields open for longer periods of more intensive use, effectively expanding field capacity.

### **Community Center Site**

The Community Center site is home to most District classes and programs. Additionally, the District Senior Center and sole auditorium are located on this site. The following projects that qualify for Quimby fee funding to expand usability and capacity at the Community Center include:

1. The Senior and Community Recreation Facility Project – Construction of a new 30,728 sq. ft. facility for the purpose of expanding all District Community Center programming.

---

<sup>1</sup> "Neighborhood" is never defined by the State or City. District staff has determined that a neighborhood may mean any delineable area or combination of delineable areas as established in the most recent Federal Census.

2. Senior and Community Recreation Facility Exterior Programming – Construction of outdoor programming areas not included in the Senior and Community Recreation Facility Project, such as lawn bowling or other outdoor recreational features.
3. Community Center Kitchen Expansion/Redevelopment Project – Rehabilitation and renovation of the currently unusable Community Center Kitchen to allow the space to be used for rentals, classes, or other purposes.
4. Community Center Classroom and Auditorium Enhancements – Renovations and enhancements to allow for heavier utilization of existing spaces by a wider variety of groups.

### **Freedom Park Master Plan Implementation**

The Freedom Park Master Plan as developed in 2009 was created in anticipation of the need for District controlled space for youth baseball activities. As the fees from this particular development have already funded the implementation of portions of this plan, District staff is recommending that the Board authorize further usage of these fees for the remaining projects illustrated within the plan. They include:

1. Baseball Field Construction – The master plan calls for the construction of two more fields not currently in existence.
2. Parking Lot Enhancement and Reconstruction – The construction of recent fields and proposed fields precipitate the need for a parking lot redesign to allow for more capacity.
3. Landscaping and Walking Path Construction – Significant landscaping measures remain incomplete, including the construction of a new walking path within the park which will expand the types of users served.

### **Camarillo Grove Nature Center Site**

The Nature Center at Camarillo Grove Park is a feature that has been in development for the past six years. Supported by the Pleasant Valley Recreation and Parks Foundation, the modernization project would complete the District and Community's only education Nature Center and would provide for camps and classes which are currently limited in scope due to facility limitations. District staff expects that this project would not only serve the entire City, but the whole District region.

Staff completed additional research into the legal aspects of expending Quimby fees and found that while there were many cases involving the levying of fees, there were few cases which disputed the actual expenditure of fees. One situation (the case was settled out of court) involved the expenditure of Quimby fees at the county level and did not involve fees being spent within the same city limits they were raised within, a situation that does not apply in this case. Staff determined that the "reasonably foreseeable" standard is in practice being applied on a case by case basis and believes that the evidence provided offers solid ground for a finding by the District Board.

### **FISCAL IMPACT**

There is no fiscal impact from this action. However, this action will enable the expenditure of Quimby fees received from Fairfield, LLC. to support the proposed projects.

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 641, allocating fees from the Fairfield LLC subdivision at 341 Mike Loza Dr. Camarillo, Ca 93012 for projects at Pleasant Valley Fields, the Camarillo Community Center, Camarillo Grove Nature Center and within the Freedom Park Master Plan.

**ATTACHMENT**

- 1) Resolution No. 641 (1 page)

**RESOLUTION NO. 641**

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT  
ALLOCATING FEES FROM THE FAIRFIELD LLC SUBDIVISION AT 341 MIKE  
LOZA DR. CAMARILLO, CA 93012 FOR PROJECTS AT PLEASANT VALLEY  
FIELDS, THE CAMARILLO COMMUNITY CENTER, CAMARILLO GROVE  
NATURE CENTER AND WITHIN THE FREEDOM PARK MASTER PLAN**

WHEREAS, Pleasant Valley Recreation and Park District [District] is the Government entity responsible for providing park facilities within its boundaries which encompass the City of Camarillo, and

WHEREAS, the City of Camarillo has established a Park Land in-lieu [Quimby] fee based upon the provisions contained in the California Government Code §66477, and

WHEREAS, Fairfield LLC has paid a Park Land in-lieu fee in the amount of \$2,250,489.70 for the subdivision located at 341 Mike Loza Dr. Camarillo, CA 93012, and

WHEREAS, the District shall develop a schedule specifying how, when, and where it will use the fees to develop park or recreational facilities, and

WHEREAS, the Fairfield development is within the same neighborhood as the proposed facilities,

NOW THEREFORE BE IT RESOLVED by the *Pleasant Valley Recreation and Park District* as follows:

The District Board of Directors allocates any and all remaining fees received in-lieu of land from Fairfield LLC's subdivision at 341 Mike Loza Drive for the purpose of competing projects which develop new recreational features and expand user capacity at Pleasant Valley Fields, the Camarillo Community Center, Camarillo Grove Nature Center and within the Freedom Park Master Plan.

This resolution was adopted on January 2, 2020.

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
Elaine Magner, Chair, PVRPD Board of Directors

ATTESTED:

\_\_\_\_\_  
Michael Mishler, Secretary, PVRPD Board of Directors

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

- A. Chairperson 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 – Journey; Ran Rancho
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report