

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
November 4, 2021**

Please Note: Under current orders from the Ventura County Health Officer, all individuals, (whether vaccinated or unvaccinated) are required to wear a face covering at all times in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.

6:00 P.M. REGULAR MEETING

NEXT RESOLUTION #694

- 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 any agenda item(s), or add any emergency agenda item(s).**
- 5. PRESENTATIONS**
 - A. Foundation for Pleasant Valley Recreation & Parks**
- 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 October 6, 2021**

Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**

District's disbursements dated on or before September 30, 2021
 - C. Financial Reports**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for September 2021.
 - D. Consideration and Approval of Request for Proposals for a Five-Year Lease on a Color Copier**

The District is reaching the end of a 5-year lease with Konica Minolta Business Solutions for printing services.

E. Consideration of Bylaws Updates for the California Special District Association

CSDA is requesting that special districts within California review the current CSDA bylaws and provide revision suggestions.

F. Agreement on the Subrogation and Assignment of Certain Claims Arising out of the Woolsey Fire to California Office of Emergency Services (Cal OES)

The California Governor's Office of Emergency Services is considering initiating litigation against Southern California Edison to recoup the funds Cal OES was out due to damages caused by the Woolsey Fire.

8. NEW ITEMS – DISCUSSION/ACTION

A. California Public Employees Retirement System (CalPERS) Actuarial Valuation Information Report for Fiscal Year 2021-2022

The FY21-22 CalPERS Actuarial Valuation Report is provided for the Board's information.

Suggested Action: Informational item only; no Board action required.

B. Consideration and Approval of Bid Award for Mission Oaks Parking Lot Type 2 Slurry, Root Removal and Patching to Superior Paving Company Inc DBA United Paving Co.

By performing a type II slurry, the District will be able to start to implement a preventative maintenance standard to maximize the life expectancy of the refurbished parking lots.

Suggested Action: A MOTION to authorize and approve the General Manager to enter into agreement with Superior Paving Company Inc. in the amount of \$61,378, plus a 10% contingency bringing the total to \$67,516 for the Mission Oaks Type 2 slurry, root removal and patching project.

C. Consideration and Selection of Consultant for User Fees and Cost Recovery Policy Analysis

In September, the Board approved a Request for Proposal to solicit proposals for consulting services to conduct a comprehensive fee study and cost recovery analysis.

Suggested Actions: A MOTION to approve and authorize the General Manager to enter into an agreement with ClearSource for consulting services for the implementation of a User Fees and Cost Recovery Policy and Analysis.

D. Consideration and Approval of Purchase of LED Tennis Court Lights from Brite Court Sports Lighting

As the District continues to improve facilities and reduce expenditures, staff has identified tennis court lighting as a way to reduce utility costs as well as staff time.

Suggested Action: A MOTION to authorize and approve the General Manager to enter into an agreement with Brite Court Sports Lighting for the purchase of one hundred and sixteen (116) LED tennis court lights to replace the current 1,000-watt metal halide lighting.

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

A. Chairman Malloy

B. Ventura County Special District Association/California Special District Association

- C. Ventura County Consolidated Oversight Board - Report
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager's Report
- I. Board Members

10. ADJOURNMENT

Notes: The Board of Directors reserves the right to modify the order in which agenda items are heard. Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Thursday 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
October 6, 2021**

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 5:03 p.m. by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present. Doug Johnson and Tiffany Israel teleconferenced.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst/Clerk of the Board Dylan Gunning, Administrative Analyst Jessica Puckett, Recreation Supervisors Macy Trueblood and Lanny Binney, Recreation Specialists Connor Soudani, John Sofer and Bryanna Gonzalez; Alex Wilson, Rich Frank, Mike Mishler and Marcy Nunn.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. PUBLIC HEARING

A. Public Hearing #3 – Consideration of Proposed Maps for the District Voting Divisions Pursuant to California Elections Code Section 1000(a)(2) and Election Sequencing Pursuant to Elections Code Section 10010(b)

General Manager Mary Otten introduced Doug Johnson with National Demographics (NDC) who presented an overview of the districting process. Mr. Johnson presented maps with information regarding the 5 divisions and their various election sequencing. Discussion included: elemental procedures in the drawing of the maps; addressing the Latino Citizen Voting Age Population category from the 2020 census; importance of keeping neighborhoods intact on the maps; concern over privileged information; and no accounting for future population growth due to need to address the current population.

David Woodbury of Camarillo asked if NDC had a preferred map and if any of the board members had contact with Mike Mishler before he submitted his maps.

Mike Mishler of Camarillo stated that he has experience in working with population maps because he submitted several to the City when they had requested submissions. Mr. Mishler pointed out that the election sequencing listed on his Map 23 was in error and that the only one that would work would be the alternative election sequence. He also commented that his deviations were under 5% of the population. Mr. Mishler stated that the irregular northern boundary of the City is due to neighborhoods which were resistant to annexation when the City formed.

Additional discussion included: NDC's non-criticism of any submitted maps; request for a population density map; request for a map with each of the current board members having their own separate divisions; concern over having two or more experienced board members in the same division; and concern over who may or may not be running in the next election.

Per the Board request, NDC will submit a map which shows each board member with their own division. General Manager Otten stated that any additional maps are due to her by 5:00 p.m. on Monday, October 18th. They will be posted as they are submitted allowing time for NDC to make them available for uploading.

6. PRESENTATIONS

A. District Highlights

Recreation Specialist Connor Soudani presented highlights of the District's 2021 special events held this past summer. The Concert in the Park series had anywhere from 2000 to 5000 in attendance per concert and the favorite was Raymond Michaels as Elvis. While younger families liked the earlier start time for the concerts, next year's concerts will probably begin a little later. Community sponsors were Artisan Vehicles, Music Freqs, Ventura County Sheriff's Office, the Church of Latter-Day Saints and the City of Camarillo. Bingo has been a popular Wednesday event and SCAN helps with monetary assistance. Upcoming is the October 8th Friday Bingo Date Night, the October 9th Rummage Sale, Halloween in the Park on October 31st, Letters to Santa beginning November 29 and the Camarillo Christmas Parade & Santa's Village on December 11.

B. New Employee Introductions

Recreation Supervisor Lanny Binney introduced Recreation Specialists John Sofer and Bryanna Gonzalez. John will be assisting with sports, senior programs and camps. Bryanna will be working with the food distribution program made possible with the CDBG funds.

7. PUBLIC COMMENTS

No comments.

8. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of September 1, 2021 and Special Board Meetings of September 8 & 21, 2021
- B. Warrants, Account Payable & Payroll

- C. Financial Reports
- D. Consideration and Approval of Regular Board Meeting Dates for 2022
- E. Consideration and Approval of Request for Proposal (RFP) for Auditor Services

Director Roberts requested that Item 8.E. *Consideration and Approval of Request for Proposal (RFP) for Auditor Services* be pulled for discussion.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Kelley to approve Items 8.A. through 8.D. of the Consent Agenda.

Motion to Approve Consent Items 8.A. – 8.D.

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

Director Roberts asked questions regarding criteria for choosing an auditor. Administrative Services Manager Leonore Young acknowledged that the District did not have to choose the lowest bid if it was in the best interests of the District. The current auditors Moss, Levy & Hartzheim, LLP change out their lead auditors and team members every 3 years per California government code. Interviews of the Board and the General Manager are part of the process of the proposal.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Magner to approve Item 8.E. of the Consent Agenda.

Motion to Approve Consent Item 8.E.

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. NEW ITEMS – DISCUSSION/ACTION

A. Consideration of Memorandum of Understanding for the Construction and Use of a Trash Enclosure at Bob Kildee Park with Boy and Girls Club of Camarillo

General Manager Mary Otten presented an agreement with the Boys & Girls Club of Camarillo (BGCC) regarding construction and use of the shared trash enclosure at Bob Kildee Park. BGCC’s CEO Roberto Martinez was present in the audience, and he invited everyone to the ground-breaking on October 26, 2021.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the proposed agreement with the Boys and Girls Club of Camarillo for a non-exclusive shared trash enclosure.

Voting was as follows:

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

Noes:

Absent:

**Motion to
Approve
MOU with
BGCC**

Motion: Carried

Carried

B. First Amendment for Contract Services Agreement for 2020 Architectural & Design Services for the Senior and Community Recreation Facility Architectural Design Refinement

General Manager Mary Otten presented consideration of a first amendment for the architectural design for the proposed Senior & Community Recreation Facility project. A timeline for the project needed to be updated since the project had been put on hold due to COVID-related shutdowns and restrictions. The City will be having a similar discussion with their City Council members.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve and authorize the General Manager to enter into a First Amendment to contract services agreement for the 2020 Architectural & Design Services with LPA to further refine the architectural design.

**Motion to
Approve First
Amendment
for Design
Services w/
LPA for
Facility**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Adoption of Resolution No. 691 & Accepting the Transfer of \$220,661 from the City of Camarillo in Proposition 68 Per Capita Grant Program Funding
Administrative Analyst Jessica Puckett presented a resolution which would acknowledge the \$220,661 allocation from the City of Camarillo. Any project utilizing these funds would have to be completed by March 2024 in order to qualify. Chairman Malloy thanked the City and the councilmembers for the transfer and use of the funds for the parks.

Chairman Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Magner to adopt Resolution No. 691 & accepting the transfer of \$220,661 from the City of Camarillo in Proposition 68 Per Capita Grant Program Funding.

**Motion to
Adopt Reso
691 Accepting
Transfer of
\$220,661 from
City**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Consideration of Proposition 68 Per Capita Grant Program Funding Application Project and Adoption of Resolution No. 692 to Apply for Proposition 68 Grant Funding

Administrative Analyst Jessica Puckett presented consideration for the designation of a total of \$443,539 (\$222,878 from the Prop 68 Per Capita Grant Program application and \$220,661 in Prop 68 funds from the City of Camarillo) which can be applied towards Arneill Ranch Park renovations and/or the Freedom Park Pickleball Complex. Discussion included: expiration dates of current Quimby funds; \$1.3 M unallocated; request for updated playground and restroom at Arneill; and 50/50 playground funds match with Gametime. General Manager Otten will bring back financial information to the October 28th Special Board meeting as the grant ends on November 2, 2021.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Roberts to adopt Resolution No. 692, an application for \$222,878 on Per Capita grant funding to California Department of Parks and Recreation and identified Arneill Ranch Park for the specific project to include with Per Capita Grant Funding Application.

Motion to Adopt Reso 692, Applying for \$222,878 in Per Capita Grant Funding

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

10. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy reported on the many meetings he attended in the past month including the State of the County. Directors Dransfeldt, Magner and Malloy attended the October 5th VCSDA meeting and Chairman Malloy noted that most of the other agencies are having difficulty filling job vacancies.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner stated that COVID relief funds for eligible special districts should be distributed in January, and she has requested a preliminary list of agencies who will be receiving any funds. CSDA – Director Magner reported she has been attending many meetings in Sacramento.

C. Ventura County Consolidated Oversight Board – Chairman Malloy stated the board is getting closer to numbers for what cities are asking for monitoring the redevelopment debt issues and an update will be provided next month.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported the Sept 20th meeting was held via Zoom and covered COVID related access and public perception of coastal resources to be more inclusionary.

E. Standing Committees – Finance – Director Malloy reported the unfunded liability payment is paid in the first part of the fiscal year. Liaison – No meeting. Long Range Planning – Director Roberts reported that they met in September and reviewed the Las Posas Equestrian Park. The next meeting will be held November 10th. Director Roberts inquired about the mapping capabilities and making the agendas and documents more searchable and accessible. Personnel – Director Kelley stated that they discussed the organizational chart, the employee resolution and annual reviews. Policy – Director Kelley – No meeting.

F. Ad Hoc Committees – Pickleball – Director Magner stated that there was no meeting but that the District currently has a pilot program going on and she and Director Dransfeldt are receiving emails from the pickleball groups.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that the September 18th park event was cancelled due to lack of participants and the Foundation has started a new Winter Wonderland of Wreaths fundraiser. This will include donations of decorated wreaths which will be on display in November with an online auction.

H. General Manager's Report – General Manager Otten reported that the District's new recreation management software, Smart Rec went live on October 1st. Camarillo Youth Basketball Association canceled its season due to complications with the mask mandate. Food distribution at the Senior Center will begin October 15th. Other park happenings include: construction of the 12" waterline at Woodcreek Park, start of the renovation of the Community Center kitchen, new curbing at Arneill Ranch Park, aerification and fertilization at Springville Dog Park and paving of the lower parking lot. Ms. Otten reported that the auditors will be present on October 27 & 28. In legislation, AB 361 will allow groups to continue to meet virtually. AB 571 dealing with planning and zoning of affordable housing may waive in lieu fees and AB 602 deals with impact fees and staff is working to update the website with the info and an application.

I. Board Members – Director Magner stated that there will be a CSDA legislative committee meeting on October 28 which will review proposed legislative issues involving CSDA. Director Roberts asked Ms. Otten if the Board needed to adopt a resolution regarding AB 361. Ms. Otten stated that certain criteria need to be met regarding the Brown Act and that members could still attend meetings virtually, but their location would need to be posted in the agenda. Director Kelley reported that in Del Mar, soccer tournaments are being held that are making millions of dollars. The structures are temporary and there is room for 40 to 50 fields. He stated that the District and the City need to find a way to capitalize on something similar since Quimby fees will soon die out and the entities will still need to sustain more recreational areas and a new senior/community center.

10. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:40 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

Pleasant Valley Recreation and Park District
 Finance Report
 September 2021

	Date	Amount	
Accounts Payables:	9/2021	\$ 422,507.67	
	Total	\$ 422,507.67	
Payroll (Total Cost):	9/2/2021	\$ 140,824.89	
	9/16/2021	\$ 136,979.85	
	9/30/2021	\$ 122,010.20	
	Total	\$ 399,814.94	
Outgoing:Online Payments			
	9/2/2021	\$ 14,175.78	CALPERS- Ret.-PR-09/02/2021
	9/3/2021	\$ 34,029.04	CALPERS- Health Insurance
	9/3/2021	\$ 521.25	VSP- Vision Insurance
	9/3/2021	\$ 1,822.14	The Hartford
	9/3/2021	\$ 2,523.53	The Guardian
	9/3/2021	\$ 568.26	Aflac
	9/17/2021	\$ 13,973.07	CALPERS- Ret.-PR-09/16/2021
		\$ 13,897.14	CALPERS- Ret.-PR-09/30/2021
	Total	\$ 81,510.21	
	Grand Total	\$ 903,832.82	

CASH REPORT

	9/30/2021 Balance	9/30/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 135,451.30	\$ 126,742.44	
457 Pension Trust Restricted	\$ 83,845.47	\$ 54,360.40	
Quimby Fee - Restricted	\$ 236,246.40	\$ 142,719.91	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,549,731.62	\$ 4,564,632.49	
FCDP Checking	\$ 13,601.61	\$ 21,539.61	
Total	\$ 5,018,876.40	\$ 5,325,415.99	
Semi-Restricted Funds			
Assessment	\$ 878,414.04	\$ 805,471.76	
Capital Improvement	\$ 21,832.05	\$ 225,202.58	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - Capital #1301	\$ 2,322,215.45	\$ 2,161,410.24	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,883,305.34	\$ 3,714,326.32	
Unrestricted Funds			
Contingency	\$ 12,249.86	\$ 12,182.77	
LAIF/Cal Trust - Contingency #1200	\$ 2,582,152.19	\$ 1,160,998.82	
General Fund Checking	\$ 251,238.42	\$ 62,064.12	
Total	\$ 2,845,640.47	\$ 1,235,245.71	
Total of all Funds	\$ 11,747,822.21	\$ 10,274,988.02	\$ 1,472,834.19

	10/11/2021 Balance	10/31/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 135,451.30	\$ 126,746.74	
457 Pension Trust Restricted	\$ 83,845.47	\$ 115,944.34	
Quimby Fee - Restricted	\$ 73,374.65	\$ 107,618.86	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,549,731.62	\$ 4,573,390.10	
FCDP Checking	\$ 13,601.16	\$ 21,539.61	
Total	\$ 4,856,004.20	\$ 5,360,660.79	
Semi-Restricted Funds			
Assessment	\$ 841,028.45	\$ 240,698.47	
Capital Improvement	\$ 21,832.05	\$ 214,048.51	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - Capital #1301	\$ 2,322,215.45	\$ 2,166,183.28	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,845,919.75	\$ 3,143,172.00	
Unrestricted Funds			
Contingency	12249.86	\$ 12,208.19	
LAIF/Cal Trust - Contingency #1200	\$ 1,982,152.90	\$ 594,682.29	
General Fund Checking	\$ 470,026.73	\$ 119,050.01	
Total	\$ 2,464,429.49	\$ 725,940.49	
Total of all Funds	\$ 11,166,353.44	\$ 9,229,773.28	\$ 1,936,580.16



P.O. BOX 6343
FARGO ND 58125-6343

V-2389
ACCOUNT NUMBER _____
STATEMENT DATE 09-22-2021
AMOUNT DUE \$6,609.51
NEW BALANCE \$6,609.51
PAYMENT DUE ON RECEIPT

000001865 01 SP 0.530 106481395071944 P
PLEASANT VALLEY REC PRK
ATTN LEO YOUNG
1605 E BURNLEY ST
CANARILLO 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

0-00-000-000-2299

000660953 000660953

Please pay payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

PREVIOUS BALANCE	PURCHASES AND OTHER CHARGES	CASH ADVANCES	CASH ADVANCE FEES	LATE PAYMENT CHARGES	CREDITS	PAYMENTS	NEW BALANCE
\$5,721.94	\$6,769.31	\$0.00	\$0.00	\$0.00	\$159.80	\$5,721.94	\$6,609.51

CORPORATE ACCOUNT ACTIVITY

DATE	TRANSACTION	REFERENCE NUMBER	DESCRIPTION	AMOUNT
09-13	PAYMENT	2384	00000 A	5,721.94 PY

NEW ACTIVITY

DATE	TRANSACTION	REFERENCE NUMBER	DESCRIPTION	AMOUNT
08-27	JOB POSTING SUBSCRIP.	HTTIPSWWW.NEOG.CA		900.00
09-01	VENTURA COUNTY STAR	805-487-0405 CA		9.89
09-01	PRESTO PASTA	CAMARILLO.CAMARILLO.CA		28.01
09-03	USPS PO	0511580060 CAMARILLO CA		7.95
09-08	SMART AND FINAL	400 CAMARILLO CA		10.78

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT	PREVIOUS BALANCE	5,721.94
SEND BILLING INQUIRIES TO: U.S. Bank National Association U.S. Bancorp Purchasing Card Program P.O. Box 6395 Fargo, ND 58125-6395	AMOUNT DUE		PURCHASES & OTHER CHARGES	6,769.31
	6,609.51		CASH ADVANCES	.00
			CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	159.80
			PAYMENTS	5,721.94
		ACCOUNT BALANCE	6,609.51	

Company Name: PLEASANT VALLEY REC PRK

Corporate Account Number

Statement Date: 09-22-2021

NEW ACTIVITY

Inst Date	Tran Date	Reference Number	Transaction Description	Amount
09-08	09-08	24692161251100845266037	J2 *METROFAX 888-828-4141 CA	0.85
09-13	09-11	24164071254741195368955	FEDEX 283553869185 MEMPHIS TN	93.10
09-15	09-14	24943001257700551228193	ADOBE ACRCPRO SUBS 800-449-8158 CA	157.52
09-21	09-20	24430981283400816008864	MSFT * E070051DQJ 800-642-7678 WA	282.50
09-21	09-20	24430981283400816008865	MSFT * E070051DR4 800-642-7678 WA	28.00
09-21	09-20	24430981283400816008868	MSFT * E070051BT3 800-642-7678 WA	16.00
09-22	09-22	24492151265713251560983	EZCATERSUBWAY 800-488-1803 MA	92.27

ANNY BINNEY CREDITS \$0.00 PURCHASES \$319.18 CASH ADV \$0.00 TOTAL ACTIVITY \$319.18

Inst Date	Tran Date	Reference Number	Transaction Description	Amount
08-27	08-26	24755421238282380896144	THE MARK JT PLACE CAMARILLO CA	0.85
08-30	08-27	24755421240152403348888	EPIC SPORTS 888-2682440 KB	121.20
09-09	09-08	24231681247837001117528	VOHS #1872 CAMARILLO CA	64.98
09-13	09-10	24431081253083755731008	AMAZON.COM*2G80TRJ70 AMZN AMZN.COM/BILL WA	58.35
09-17	09-16	24013381269008129056113	NTLREST SERVSFAE 312-7151010 IL	16.00
09-17	09-16	24692161260100246517813	CAMARILLO ALL OTHER 805-388-5320 CA	60.00

ICK MARIENTHAL CREDITS \$0.00 PURCHASES \$592.34 CASH ADV \$0.00 TOTAL ACTIVITY \$592.34

Inst Date	Tran Date	Reference Number	Transaction Description	Amount
09-08	09-08	24943001252208902400048	CARMEN AUTO REPAIR CAMARILLO CA	205.00
09-10	09-09	24164071252741152552882	FEDEX 283450415148 MEMPHIS TN	73.20
09-13	09-09	24316051253548222046801	SHELL OIL 10005810014 CAMARILLO CA	66.52
09-16	09-14	24755421258172588177627	CA DEPT PEST REGS LICENS1 918-4459891 CA	120.00
09-21	09-20	24592161259100078398198	CHEVRON 0092920 CAMARILLO CA	73.50
09-22	09-20	24943011254010188781437	THE HOME DEPOT #1012 CAMARILLO CA	54.12

RANDON LOPEZ CREDITS \$159.80 PURCHASES \$504.39 CASH ADV \$0.00 TOTAL ACTIVITY \$664.19

Inst Date	Tran Date	Reference Number	Transaction Description	Amount
08-25	08-23	24943011236010186800840	THE HOME DEPOT #1012 CAMARILLO CA	159.80 CR
08-25	08-24	24692161236100047503348	AMZN MKTP US*25UW3LS1 AMZN.COM/BILL WA	28.53
08-25	08-23	24943011236010186802908	THE HOME DEPOT #1012 CAMARILLO CA	159.80
08-25	08-23	24943011236010186805547	THE HOME DEPOT #1012 CAMARILLO CA	159.80
08-30	08-30	24034541249005037477824	7-ELEVEN 83567 CAMARILLO CA	64.84
09-10	09-10	246921612591000568482553	AMZN MKTP US*258GK1802 AMZN.COM/BILL WA	26.53
09-16	09-16	24692161259100080888083	CHEVRON 009748 CAMARILLO CA	67.09

SEPH KEY CREDITS \$0.00 PURCHASES \$240.31 CASH ADV \$0.00 TOTAL ACTIVITY \$240.31

Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number: 1000
Statement Date: 09-22-2021

NEW ACTIVITY

Post Date	Trans Date	Reference Number	Transaction Description	Amount
8-30	08-27	24943011240010189808773	THE HOME DEPOT #1012 CAMARILLO CA	152.47
8-13	09-10	24943011254010189897510	THE HOME DEPOT #1012 CAMARILLO CA	87.84

OHN FLETCHER	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$89.42	\$0.00	\$89.42

Post Date	Trans Date	Reference Number	Transaction Description	Amount
8-24	08-23	24231881238091034889332	HARBOR FREIGHT TOOLS 10 CAMARILLO CA	63.21
8-15	09-13	24943011257010182835096	THE HOME DEPOT #1012 CAMARILLO CA	26.21

MICHAEL GUERRERO	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$786.82	\$0.00	\$786.82

Post Date	Trans Date	Reference Number	Transaction Description	Amount
8-03	09-01	24943011245010180042557	THE HOME DEPOT #1012 CAMARILLO CA	131.04
7-15	09-13	24943011257010182832481	THE HOME DEPOT #1012 CAMARILLO CA	188.48
7-20	09-17	24692161281100530220008	THE HOME DEPOT 1012 CAMARILLO CA	487.40

ACY TRUEBLOOD	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$388.82	\$0.00	\$388.82

Post Date	Trans Date	Reference Number	Transaction Description	Amount
8-01	08-31	24187461244001187533918	CVS/PHARMACY #03844 CAMARILLO CA	55.85
8-02	09-01	24482151244637815666220	SIGNUPGENIUS WWW.SIGNUPGEN NC	9.89
8-05	09-04	24231881248837000099593	SMART AND FINAL 400 CAMARILLO CA	5.88
8-08	09-08	24482151251852823491630	PAYPAL *SAFETYFIRST 402-825-7733 CA	285.00
8-16	08-14	24453511258030013286615	LAS POSAS CLEANERS CAMARILLO CA	32.00

JEFF & CEDASIANO	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$2,293.86	\$0.00	\$2,293.86

Post Date	Trans Date	Reference Number	Transaction Description	Amount
8-30	08-27	24692161240100289778200	SPRINT STORE #272 OXNARD CA	84.00
8-01	08-31	24323001243200325000215	MEMPHIS NET & TWINE 800-298-6980 TN	1,889.21
8-10	09-09	24482161252000011856098	MANSION ECOMMERCE MANSIONATHLET TX	546.85



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number:
Statement Date: 09-22-2021

Department: 00000 Total: \$6,609.51
Division: 00000 Total: \$6,609.51



Bank Reconciliation

Board Audit

User: LYoung
 Printed: 10/11/2021 - 2:26PM
 Date Range: 09/01/2021 - 09/30/2021
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CAL CARD CHARGES &	09/10/2021	483.01
24529	DIAL SECURITY	DIAL SECURITY: SECURITY SERV	09/06/2021	714.00
24545	DIAL SECURITY	DIAL SECURITY: SECURITY SERV	09/07/2021	250.00
24548	DANIELLE LOPEZ	D.LOPEZ: SECURITY DEPOSIT RE	09/07/2021	50.00
24557	CATALYST FAMILY INC.	CATALYST FAMILY, INC.: RENTAL	09/08/2021	1,500.00
24573	CAPRI	CAPRI: 2ND QTR CONT./WORKER	09/23/2021	54,524.91
24576	DIAL SECURITY	DIAL SECURITY: SECURITY SERV	09/23/2021	464.00
24577	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 07/2021 INSUR	09/23/2021	4,577.00
24584	MARIBEL RODRIGUEZ	M.RODRIGUEZ: SECURITY DEPOS	09/23/2021	50.00
24593	NORMA HERNANDEZ	HERNANDEZ,N: CUSTOMER DEPC	09/23/2021	300.00
24607	BRJANNA BRISCOE	BRISCOE,B: DEPOSIT REFUND/PE	09/30/2021	100.00
24608	IRIDIAN BUENROSTRO	BUENROSTRO,I: DEPOSIT REFUN	09/30/2021	50.00
24609	KRISTEN CASILLAS	CASILLAS,K: DEPOSIT REFUND/P	09/30/2021	50.00
24610	TIFFANY CAUDILL	CAUDILL,T: DEPOSIT REFUND/PE	09/30/2021	50.00
24612	SHELLEY CLEVER	CLEVER,S: DEPOSIT REFUND/PEF	09/30/2021	50.00
24613	KELVIN DODD	DODD,K: DEPOSIT REFUND/PERM	09/30/2021	50.00
24614	JEANNIE GARCIA	GARCIA,J: DEPOSIT REFUND/PER	09/30/2021	50.00
24615	KATRINA GARCIA	GARCIA,K: DEPOSIT REFUND/PEI	09/30/2021	50.00
24616	JOANNA LEON GUERRERO	GUERRERO,J L: DEPOSIT REFUND	09/30/2021	50.00
24617	ROBYN HOWARD	HOWARD,R: DEPOSIT REFUND/PE	09/30/2021	50.00
24618	YVETTE JOHNSON	JOHNSON,Y: DEPOSIT REFUND/PI	09/30/2021	50.00
24619	SHANNON KREVENAS	KREVENAS,S: DEPOSIT REFUND/I	09/30/2021	50.00
24620	SIOBHAN MCBRIDE	MCBRIDE, S: DEPOSIT REFUND/P	09/30/2021	50.00
24621	JAMES MIER	DEPOSIT REFUND/PERMIT 15507	09/30/2021	200.00
24622	MICHELLE MORALES	MORALES,M: DEPOSIT REFUND/I	09/30/2021	100.00
24623	MOUNT CROSS LUTHERAN	MOUNT CROSS LUTHERAN CHUF	09/30/2021	100.00
24624	CASSIDI PUENTES	PUENTES,C: DEPOSIT REFUND/PE	09/30/2021	50.00
24625	TATIANA SALINAS	SALINAS,T: DEPOSIT REFUND/PE	09/30/2021	50.00
24626	WILLIAM SCHMELTZ	SCHMELTZ,W: DEPOSIT REFUND/	09/30/2021	50.00
24627	RYAN UHLENBROCK	UHLENBROCK,R: DEPOSIT REFUN	09/30/2021	50.00
Total for Department: 00 Non Departmentalized				64,212.92

Department: 03 Recreation

0	US BANK	US BANK: CAL CARD CHARGES &	09/10/2021	1,685.67
0	ANN M. WRIGHT	A.WRIGHT: INSTRUCTOR FEES/BI	09/23/2021	381.55
0	CAMILLE TORGESON	TORGESON, C: INSTRUCTOR FEE:	09/23/2021	48.36
0	DEBRA GREENWOOD	D.GREENWOOD: INSTRUCTOR FE	09/08/2021	1,587.30
0	DEBRA GREENWOOD	GREENWOOD,D: INSTRUCTOR FE	09/23/2021	435.24
0	ELEONORA CORTINA	E.CORTINA: INSTRUCTOR FEES/Z	09/23/2021	204.75
0	KATIE SHINDEN	SHINDEN,K: INSTRUCTOR FEES/K	09/23/2021	896.00
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR SERVI	09/08/2021	871.00
24530	SHELLEY GODFREY	S.GODFREY: CODE OF CONDUCT	09/06/2021	200.00
24541	BUENA VISTA HOME HEALTH	BUENA VISTA HOME HLTH.: REFU	09/07/2021	125.00
24542	CAMARILLO COUNCIL ON AGING	CAM COUNCIL OF AGING: REFUN	09/07/2021	125.00
24543	COMFORT KEEPERS	COMFORT KEEPERS: REFUND/EV	09/07/2021	125.00
24544	COMMUNITY ACTION OF VC	COMMUNITY ACTION OF VC: REI	09/07/2021	125.00
24547	LIVINGSTON MEMORIAL	LIVINGSTON MEMERIAL: REFUN	09/07/2021	112.50
24549	ROSENTHAL CHIROPRACTIC & H	ROSENTHAL CHIROPRACTIC: RE	09/07/2021	125.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24550	SHOP AHOY	SHOP AHOY: REFUND/EVENT CA	09/07/2021	112.50
24553	VALLEYCARE IPA	VALLEYCARE IPA: REFUND/EVEN	09/07/2021	125.00
24554	VENTURA COUNTY HEALTH CAR	VENTURA CTY. HEALTH CARE A	09/07/2021	125.00
24556	ALL GOOD DRIVING SCHOOL, INC	ALLGOOD DRIVING SCHOOL: INS	09/08/2021	54.60
24558	CLIFTON G. GORE JR.	C.GORE: INSTRUCTOR FEES/TAI	09/08/2021	2,775.50
24559	DANIEL E. HOWARD	D.HOWARD: INSTRUCTOR FEES/J	09/08/2021	228.80
24561	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/M	09/08/2021	3,090.75
24569	BINGO WEST #4	BINGO WEST #4: BINGO SUPPLIE	09/23/2021	322.29
24578	ROBERT INGLIS	R.INGLIS: INSTRUCTOR FEES/BU	09/23/2021	390.00
24580	LUCILE B. MOSIER	L.MOSIER: INSTRUCTOR FEES/M	09/23/2021	598.00
24591	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: LEVEL 2 BA	09/23/2021	3,185.00
24606	KATHRYN ARTUSO	ARTUSO,K: CLASS REFUND 4733	09/30/2021	97.00
24628	VERONICA WHITE	WHITE,V: REPUND CLASS#0923.7	09/30/2021	75.00

Total for Department: 03 Recreation

18,226.81

Department: 04 Parks

0	ARAMSCO INC.	ARAMSCO: MAINTENANCE SUPP	09/06/2021	3,581.32
0	CITY OF CAMARILLO	CITY OF CAM.: WATER SERV./LS	09/17/2021	15,869.42
0	CITY OF CAMARILLO	CITY OF CAM: WATER SVC 8/9-9/8	09/23/2021	19,413.40
0	CITY OF CAMARILLO	CITY OF CAM: MONTHLY WATER	09/30/2021	28,275.89
0	E.J.HARRISON AND SONS, INC.	E J HARRISON: 08/2021 TRASH CC	09/06/2021	4,336.74
0	FERGUSON ENTERPRISES INC. #1	FERGUSON: VACUUM BREAKERS	09/23/2021	37.56
0	GRAINGER	GRAINGER: FLUOR BULBS/VARIC	09/06/2021	267.32
0	SOCAL GAS COMPANY	SOCAL GAS:LIBERTY BLDG/7-29-	09/23/2021	31.35
0	SOCAL GAS COMPANY	SOCAL GAS CO: MONTHLY SVC 8	09/30/2021	2,227.75
0	SOUTHERN CALIF EDISON COMP	SCE: POWER SERVICE/ADOLFO- 8	09/23/2021	19,920.13
0	SOUTHERN CALIF EDISON COMP	SCE: MONTHLY ELECTRIC SVC 8/	09/30/2021	198.90
0	SPRINT	SPRINT: MONTHLY CELL PHONE	09/06/2021	167.21
0	SPRINT	SPRINT:MONTHLY CELL PHONE 8	09/30/2021	138.87
0	US BANK	US BANK: CAL CARD CHARGES 8	09/10/2021	1,562.34
0	W & S SERVICES	W&S: SEWER SERVICE/PARK OFI	09/23/2021	446.90
0	WEX BANK	WEX BANK: 08/2021 FUEL PURCH	09/06/2021	4,254.99
24527	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF: 2 CASES ROUND-UP/	09/06/2021	180.95
24528	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: CHA	09/06/2021	79.25
24529	DIAL SECURITY	DIAL SECURITY: SBCURITY SERV	09/06/2021	-105.00
24532	NAPA AUTO PARTS	NAPA AUTO:POWER STEERING A	09/06/2021	147.99
24533	NUTRIEN AG SOLUTIONS	NUTRIEN: SOIL SAMPLE/SPRUNG	09/06/2021	75.00
24534	PACIFIC TENNIS COURTS	PACIFIC TENNIS COURTS: RE-STB	09/06/2021	1,400.00
24535	RAIN MASTER IRRIGATION SYST	RAIN MASTER:MONTHLY IRRIGA	09/06/2021	568.10
24537	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	09/06/2021	14,414.27
24540	B & B DO IT CENTER	B&B: MATERIALS USED TO FIX H	09/07/2021	528.83
24545	DIAL SECURITY	DIAL SECURITY: SECURITY SERV	09/07/2021	-105.00
24551	SITEONE LANDSCAPE SUPPLY LL	SITEONE: RB DIAPHRAGM ASSEN	09/07/2021	1,636.29
24560	JOHN DEERE FINANCIAL	JOHN DEERE/CALCOAST: GAS TA	09/08/2021	781.74
24563	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: SOCKET TEE/BU	09/17/2021	165.78
24565	AMERICAN RESOURCE RECVY	AMERICAN RES. RECVY: 08/2021	09/23/2021	947.39
24567	ARMANDO MADERA	A.MADERA: PANTS REIMBURSEN	09/23/2021	160.00
24568	B & B DO IT CENTER	B&B: MATERIALS TO INSTALL BE	09/23/2021	504.16
24571	CAL COAST MOTORSPORTS	CAL COAST MOTORSPORTS: CAB	09/23/2021	35.55
24572	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/CAM	09/23/2021	24,694.80
24574	COAST CART INC.	COAST CART: BRAKE DRUM ASS	09/23/2021	81.90
24575	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW: WATER SERVICE/EQ	09/23/2021	57.72
24577	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 07/2021 INSUR	09/23/2021	-201.68
24581	NAPA AUTO PARTS	NAPA AUTO PARTS: OIL FILTER	09/23/2021	165.41
24586	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES/	09/23/2021	758.79
24592	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: PAR	09/23/2021	114.48
24594	KASTLE KARE	KASTLE KARE: RAT STATIONS/LA	09/23/2021	100.00
24597	M & B SERVICES INC.	M & B SERVICES: PLUMBING REF	09/23/2021	375.00
24598	NAPA AUTO PARTS	NAPA AUTO: WINDSHIELD WASH	09/23/2021	11.23
24599	PHOENIX GROUP INFORMATION	PHOENIX INFO SYS: MONTHLY C	09/23/2021	103.20
24601	TURF STAR INC.	TURF STAR: PARTS FOR MOWER/	09/23/2021	178.49
24603	WEST COAST ARBORISTS INC.	WCA: TREE/GRID PRUNING/BIRC	09/23/2021	14,175.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24611	CITY OF CAMARILLO	CITY OF CAM:MONTHLY WATER :	09/30/2021	11,553.69
Total for Department: 04 Parks				174,313.42
Department: 05 Administration				
0	CULLIGAN OF SYLMAR	CULLIGAN: 08/2021 BOTTLED WA	09/23/2021	64.00
0	DIGITAL DEPLOYMENT	STREAMLINE: 09/2021 WEB SERV	09/23/2021	600.00
0	US BANK	US BANK: CAL CARD CHARGES &	09/10/2021	1,990.92
0	W & S SERVICES	W&S: ACH PAYMENT FEE FOR IN	09/23/2021	0.75
0	ELAINE L. MAGNER	E.MAGNER: TRAVEL REIMB. CSD	09/23/2021	1,221.94
24531	J. THAYER COMPANY	J THAYER: 10 CASES COPY PAPER	09/06/2021	1,308.19
24539	ALLCONNECTED, INC.	ALLCONNECTED: 09/2021 COMP.	09/07/2021	1,864.00
24546	J. THAYER COMPANY	J.THAYER: WINDOW ENVELOPES	09/07/2021	96.70
24555	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: 09/2021 I	09/08/2021	1,519.91
24564	ALLCONNECTED, INC.	ALLCONNECTED: 09/2021 CLOUD	09/23/2021	210.00
24566	AMILIA TECHNOLOGIES USA, INC	AMILIA: MO. SUBSCRIPTION & IB	09/23/2021	21,147.00
24579	LAFCO	LAFCO: SOMIS FARMWKRS- ANN	09/23/2021	6,400.00
24583	QUADIENT FINANCE USA INC.	QUADIENT FINANCING: POSTAGI	09/23/2021	500.00
24587	STATE OF CALIFORNIA DEPT. OF .	STATE OF CA DEPT. OF JUSTICE: I	09/23/2021	160.00
24588	DAVID TORFEH	D.TORFEH: INSTRUCTOR FEES/IN	09/23/2021	50.00
24589	UMPQUA BANK	UMPQUA BANK: INTEREST PAYM	09/23/2021	8,548.94
24590	VENTURA COUNTY ASSESSOR	VENT. CTY. ASSESS: SOMIS FARA	09/23/2021	500.00
24595	KONICA MINOLTA	KONICA MINOLTA: BIZHUB C558/	09/23/2021	1,058.33
24596	PAUL LERMA	LERMA,P: INSTRUCTOR FEES/HC	09/23/2021	62.50
24600	QUADIENT LEASING USA, INC.	QUADIENT LEASING:POSTAGE M	09/23/2021	271.36
24604	DIGITAL ASSURANCE CERTIFICA	DIGITAL ASSURANCE CERT: ANN	09/24/2021	2,500.00
24606	KATHRYN ARTUSO	ARTUSO,K: ADMIN FEE REFUND/	09/30/2021	4.00
24628	VERONICA WHITE	WHITE,V:ADMIN FEE REFUND/ C	09/30/2021	4.00
Total for Department: 05 Administration				50,082.54
Total for Fund:10 General Fund				306,835.69

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
24570	BRIGHTVIEW LANDSCAPE SERV	BRIGHTVIEW: 09/2021 LANDSCAI	09/23/2021	21,980.84
24582	NATURAL GREEN LANDSACAPES	NATURAL GREEN LS: 08/2021 LS P	09/23/2021	15,404.76
24585	SCI CONSULTING GROUP	SCI CONSULTING: 21/22 ASSESSM	09/23/2021	10,639.13
Total for Department: 00 Non Departmentalized				48,024.73
Total for Fund:20 Assessment Fund				48,024.73

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	GRAINGER	GRAINGER: GREASE INTERCEPT	09/06/2021	481.92
24538	VENTURA COUNTY STAR	VC STAR: NOTICE CALLING FOR	09/06/2021	527.06
24552	UNITED CONSTRUCTION & LAND	UNITED CONST. & L/S, INC.: ARN	09/07/2021	150,195.00
24602	WITHERS & SANDGREN, LTD.	WITHERS & SANDGREN: PLAN D	09/23/2021	8,960.34
Total for Department: 00				160,164.32
Total for Fund:30 Park Dedication Fund				160,164.32

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

515,024.74

Pleasant Valley Recreation & Park District

FY 21-22 Investments Summary

30-Sep-21

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	YTD Interest Earned
LAIF - Capital	\$ 1,710.65				\$ 1,710.65
Ventura County Pool / CALTRUST / LAIF					
County Pool Restricted -0241	\$ 3,625.02				\$ 3,625.02
LAIF / CALTRUST / County Unrestricted- 0240	\$ 3,356.31				\$ 3,356.31
Pacific Western Bank Accounts					
457 Pension	\$ 8.45				\$ 8.45
Assessment District	\$ 95.37				\$ 95.37
Capital	\$ 11.13				\$ 11.13
Contingency	\$ 16.86				\$ 16.86
Debt Service	\$ 19.23				\$ 19.23
Quimby	\$ 52.89				\$ 52.89

Interest Earnings Summary	Q1	Q2	Q3	Q4	Interest Earned
Total Dividends and Interest	8,895.91	-	-	-	\$ 8,895.91

Ventura County Pool

Investment Name	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
Ventura County Pool	1.796%	1.604%	1.451%	1.293%	1.103%	.958%	.796%	.690%	.518%
	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021
Ventura County Pool	.464%	.495%	.410%	.383%	.357%	.361%	.331%	.305%	.322%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
Local Agency Investment Fund (LAIF)	1.648%	1.363%	1.217%	.920%	.784%	.685%	.620%	.576%	.540%
	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021
Local Agency Investment Fund (LAIF)	.458%	.407%	.357%	.339%	.315%	.262%	.330%	.221%	.206%

Cal Trust

Investment Name	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
Cal Trust	.27%	.15%	.10%	.07%	.004%	.09%	.07%	.04%	.03%
	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021
Cal Trust	.03%	.03%	.05%	.05%	.05%	.03%	.04%	.03%	.03%

**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: November 4, 2021

SUBJECT: FINANCE REPORT SEPTEMBER 2021

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for September 30, 2021 for Fund 10, Fund 20, Fund 30, and Fund 50.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH SEPTEMBER 2021

The District's Statements of Revenues and Expenditures for the period of July 1, 2021 through September 30, 2021 with a year-to-date comparison for the period of July 1, 2020 through September 30, 2020 are attached. The percentage rate used for the 2021-2022 fiscal year budget is 25% for Period 3 of the fiscal year.

REVENUES

Total revenue for the 3rd month ending September 30, 2021 for Fund 10 (General Fund) has an overall increase of \$139,155 in comparison to fiscal year 2020-2021. The variance from prior year is made up of Rental #5530 (\$75,818), Contract Class – Public Fees #5510 (\$36,459) and Public Fees #5511 (\$27,227). The District is starting to see an increase in revenue from prior year since the restrictions of COVID-19 have been loosened but remains watchful, monitoring the restrictions of COVID-19 and the effect it will have on the District's classes and programs.

Total revenue for the 3rd month ending September 30, 2021 for Fund 20 (Assessment District) is at 0.57% of budget. This is normal for the Assessment District as the Assessment District does not receive any significant revenue until the tax apportionment is received in December.

Fund 30, the Park Dedication Fund has had minimal revenue activity for the third month of FY2021-2022 reporting as the District only budgets for interest earnings.

Fund 50, the Community Development Block Grant (CDBG) Fund – Food Share has not had any revenue activity this reporting period.

EXPENDITURES

Personnel Expenditures have increased by \$247,165 for fiscal year 2021-2022 in comparison to personnel expenses for the same time last year. The increase is primarily due to PERS Unfunded Liability #6170 (\$67,476) and Part-Time Salaries #6110 (\$53,922). The month of September also

had three pay periods which only occurs twice per fiscal year. Personnel is currently at 3.20% above budget.

Service and Supply Expenditures for Fund 10 have increased \$22,657 in comparison to the same time as last year. The increase is made up primarily of Instructor Services #7120 (\$32,171).

Fund 20 is at 21.46% in Personnel and 21.49% in Service and Supplies.

Fund 30 has no Personnel or Services and Supplies Expenses for the fiscal year 2021-2022.

Fund 50 had no activity for the month of September 2021.

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

FISCAL IMPACT

Overall, the financials show the District is over the approved budget for Fund 10 by 0.11% and under in Fund 20 by 3.51%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for September 30, 2021 for Fund 10, Fund 20, Fund 30, and Fund 50.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of September 30, 2021, Fund 10
(3 pages)
- 2) Financial Statement of Revenues and Expenditures as of September 30, 2021, Fund 20
(1 page)
- 3) Financial Statement of Revenues and Expenditures as of September 30, 2021, Fund 30
(1 page)
- 4) Financial Statement of Revenues and Expenditures as of September 30, 2021, Fund 50
(1 page)

General Ledger
Fund 10 General Fund
September 2021 25%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ (7,301,920.00)	\$ (7,301,920.00)	0.00%
Tax Apport - Prior Year Sec	5130	\$ (25,965.63)	\$ (46,212.67)	\$ (25,965.63)	\$ -	\$ 25,965.63	0.00%
Tax Deeded Sales	5150	\$ (6.41)	\$ (4.49)	\$ (6.41)	\$ -	\$ 6.41	0.00%
Interest Earnings	5310	\$ (962.87)	\$ (4,486.94)	\$ (1,002.38)	\$ (14,928.00)	\$ (13,925.62)	6.71%
Park Patrol Citations	5506	\$ -	\$ (989.00)	\$ (213.59)	\$ (2,200.00)	\$ (1,986.41)	9.71%
Bingo Revenue	5508	\$ (1,720.00)	\$ -	\$ (5,301.00)	\$ -	\$ 5,301.00	0.00%
Excess Bingo Funds	5509	\$ (494.25)	\$ -	\$ (1,320.75)	\$ -	\$ 1,320.75	0.00%
Contract Classes-Public Fees	5510	\$ (12,055.75)	\$ (15,223.00)	\$ (51,682.23)	\$ (68,380.00)	\$ (16,697.77)	75.58%
Public Fees	5511	\$ (1,071.72)	\$ (8,755.00)	\$ (35,981.75)	\$ (244,121.00)	\$ (208,139.25)	14.74%
Public Fees-Entry Fees	5520	\$ (2,920.00)	\$ (2,019.00)	\$ (9,702.00)	\$ (25,840.00)	\$ (16,138.00)	37.55%
Vending Concessions	5525	\$ (117.32)	\$ -	\$ (117.32)	\$ (2,500.00)	\$ (2,382.68)	4.69%
Rental	5530	\$ (29,284.38)	\$ (12,877.00)	\$ (88,695.11)	\$ (261,412.00)	\$ (172,716.89)	33.93%
Cell Tower Revenue	5535	\$ (4,835.08)	\$ (27,748.88)	\$ (25,237.53)	\$ (91,704.00)	\$ (66,466.47)	27.52%
Parking Fees	5540	\$ (1,106.37)	\$ (1,508.95)	\$ (4,862.67)	\$ (7,012.00)	\$ (2,149.33)	69.35%
Activity Guide Revenue	5555	\$ -	\$ -	\$ -	\$ (10,000.00)	\$ (10,000.00)	0.00%
Sponsorships/Donations	5558	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)	0.00%
Staffing Cost Recovery	5563	\$ (2,454.00)	\$ (5,155.00)	\$ (5,064.75)	\$ (29,110.00)	\$ (24,045.25)	17.40%
Special Event Permits	5564	\$ (100.00)	\$ -	\$ (200.00)	\$ -	\$ 200.00	0.00%
Security Services Recovery	5566	\$ (105.00)	\$ -	\$ (315.00)	\$ -	\$ 315.00	0.00%
Contributions	5570	\$ -	\$ (35,000.00)	\$ (50,000.00)	\$ (72,000.00)	\$ (22,000.00)	69.44%
Other Misc Revenue	5575	\$ (4,282.50)	\$ (10,962.49)	\$ (17,453.53)	\$ (54,880.00)	\$ (37,426.47)	31.80%
Credit Card Processing Fee	5576	\$ -	\$ 18.67	\$ (67.75)	\$ -	\$ 67.75	0.00%
Cash Over/Under	5580	\$ (25.00)	\$ (40.00)	\$ (45.00)	\$ -	\$ 45.00	0.00%
Incentive Income	5585	\$ (371.87)	\$ (64.47)	\$ (408.31)	\$ (2,700.00)	\$ (2,291.69)	15.12%
Reimbursement - ROPS	5600	\$ -	\$ (74,556.06)	\$ (78,706.69)	\$ (125,000.00)	\$ (46,293.31)	62.97%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (17,610.38)	\$ -	\$ -	\$ -	0.00%
Surplus Carryover	5991	\$ -	\$ -	\$ -	\$ (16,397.00)	\$ (16,397.00)	0.00%
Revenue		\$ 87,877.95	\$ 263,194.66	\$ 402,349.40	\$ 8,331,104.00	\$ 7,928,754.60	4.83%
YTD Comparison				\$ 139,154.74			
Personnel							
Full Time Salaries	6100	\$ 264,522.97	\$ 447,538.40	\$ 545,241.09	\$ 2,470,564.00	\$ 1,925,322.91	22.07%
Overtime Salaries	6101	\$ 1,519.79	\$ 2,643.52	\$ 2,878.47	\$ 23,594.00	\$ 20,715.53	12.20%
Car Allowance	6105	\$ 1,246.11	\$ 2,492.22	\$ 2,907.59	\$ 10,800.00	\$ 7,892.41	26.92%
Cell Phone Allowance	6108	\$ 1,596.21	\$ 3,186.42	\$ 3,584.49	\$ 15,420.00	\$ 11,835.51	23.25%
Part-Time Salaries	6110	\$ 42,799.19	\$ 42,444.72	\$ 96,366.84	\$ 479,525.00	\$ 383,158.16	20.10%
Retirement	6120	\$ 43,895.94	\$ 76,929.96	\$ 91,430.29	\$ 435,765.00	\$ 344,334.71	20.98%
457 Pension	6121	\$ -	\$ 6,086.15	\$ 6,023.23	\$ 7,000.00	\$ 976.77	86.05%
Deferred Compensation	6125	\$ 548.34	\$ 1,064.76	\$ 1,138.17	\$ 4,752.00	\$ 3,613.83	23.95%
Employee Insurance	6130	\$ 22,358.19	\$ 50,540.23	\$ 58,008.63	\$ 343,440.00	\$ 285,431.37	16.89%
Workers Compensation	6140	\$ 17,199.49	\$ 25,794.87	\$ 36,050.53	\$ 188,202.00	\$ 152,151.47	19.16%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Loan - Pension Obligation	6160	\$ -	\$ 13,768.30	\$ 8,548.94	\$ 264,218.00	\$ 255,669.06	3.24%
PERS Unfunded Liability	6170	\$ -	\$ 434,065.00	\$ 501,541.00	\$ 516,970.00	\$ 15,429.00	97.02%
Personnel		\$ 395,686.23	\$ 1,106,554.55	\$ 1,353,719.27	\$ 4,800,250.00	\$ 3,446,530.73	28.20%
YTD Comparison				\$ 247,164.72			
Services and Supplies							
Telephone/Internet	6210	\$ 1,658.78	\$ 4,841.45	\$ 4,997.33	\$ 21,008.00	\$ 16,010.67	23.79%
Internet Services	6220	\$ 2,674.00	\$ 4,452.00	\$ 6,849.00	\$ 36,862.00	\$ 30,013.00	18.58%
IT Infrastructure	6230	\$ -	\$ 58.01	\$ 539.62	\$ 2,000.00	\$ 1,460.38	26.98%
Computer Hardware/Software	6240	\$ -	\$ 3,846.50	\$ 1,976.64	\$ 12,050.00	\$ 10,073.36	16.40%
Pool Chemicals	6310	\$ -	\$ 741.00	\$ 621.74	\$ 8,250.00	\$ 7,628.26	7.54%
Janitorial Supplies	6320	\$ -	\$ 6,667.93	\$ 5,262.14	\$ 48,408.00	\$ 43,145.86	10.87%
COVID - Supplies	6321	\$ -	\$ 398.17	\$ 80.44	\$ 5,500.00	\$ 5,519.56	1.44%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ -	\$ 13,745.00	\$ 13,745.00	0.00%
Water Maint & Service	6350	\$ -	\$ 199.05	\$ 131.00	\$ 1,265.00	\$ 1,134.00	10.36%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 880.00	\$ 880.00	0.00%
Insurance Liability	6410	\$ -	\$ 104,042.00	\$ 118,349.00	\$ 228,892.00	\$ 110,543.00	51.71%

General Ledger
Fund 10 General Fund
September 2021 25%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 900.00	\$ 900.00	0.00%
Fuel	6510	\$ -	\$ 10,946.75	\$ 8,824.68	\$ 51,600.00	\$ 42,775.32	17.10%
Vehicle Maintenance	6520	\$ 470.35	\$ 6,702.53	\$ 6,464.22	\$ 35,400.00	\$ 28,935.78	18.26%
Office Equipment Maintenance	6530	\$ -	\$ 116.89	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 403.12	\$ 4,851.31	\$ 4,564.45	\$ 88,000.00	\$ 83,435.55	5.19%
HVAC	6620	\$ -	\$ 2,382.14	\$ -	\$ 8,820.00	\$ 8,820.00	0.00%
Playground Maintenance	6630	\$ -	\$ -	\$ 282.67	\$ 40,000.00	\$ 39,717.33	0.71%
Turf Removal	6705	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Grounds Maintenance	6710	\$ 289.70	\$ 12,635.47	\$ 17,060.31	\$ 86,220.00	\$ 69,159.69	19.79%
Tree Care	6719	\$ 14,175.00	\$ -	\$ 14,175.00	\$ 30,000.00	\$ 15,825.00	47.25%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 16,397.00	\$ 16,397.00	0.00%
Contracted Pest Control	6730	\$ -	\$ 360.00	\$ 100.00	\$ 2,520.00	\$ 2,420.00	3.97%
Rubbish & Refuse	6740	\$ -	\$ 20,252.39	\$ 18,430.03	\$ 79,346.00	\$ 60,915.97	23.23%
Vandalism/Theft	6750	\$ -	\$ -	\$ 36.02	\$ 500.00	\$ 463.98	7.20%
Memberships	6810	\$ -	\$ 4,080.00	\$ 4,125.00	\$ 14,435.00	\$ 10,310.00	28.58%
Office Supplies	6910	\$ -	\$ 688.67	\$ 3,621.83	\$ 12,709.00	\$ 9,087.17	28.50%
Postage Expense	6920	\$ -	\$ 537.65	\$ 502.25	\$ 12,700.00	\$ 12,197.75	3.95%
Advertising Expense	6930	\$ -	\$ 900.00	\$ -	\$ 2,490.00	\$ 2,490.00	0.00%
Printing Charges	6940	\$ 1,058.33	\$ 2,468.15	\$ 2,031.03	\$ 14,123.00	\$ 12,091.97	14.38%
Registration Fees	6950	\$ 5,886.35	\$ 3,203.73	\$ 34,933.38	\$ 47,732.00	\$ 12,798.62	73.19%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 545,454.00	\$ 545,454.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 271.36	\$ 529.80	\$ 529.80	\$ 1,137.00	\$ 607.20	46.60%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ 207.00	\$ 2,640.00	\$ 2,433.00	7.84%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 3,800.00	\$ 3,800.00	0.00%
Permit & Licensing Fees	7030	\$ -	\$ -	\$ 2,307.90	\$ 6,350.00	\$ 4,042.10	36.34%
State License Fee	7040	\$ -	\$ 657.50	\$ 48.75	\$ 1,000.00	\$ 951.25	4.88%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 81,550.00	\$ 81,550.00	0.00%
Legal Services	7110	\$ -	\$ 13,722.00	\$ 4,257.00	\$ 90,000.00	\$ 85,743.00	4.73%
Typeset and Print Services	7115	\$ -	\$ -	\$ -	\$ 24,300.00	\$ 24,300.00	0.00%
Instructor Services	7120	\$ 1,969.90	\$ 5,835.50	\$ 38,006.27	\$ 69,303.00	\$ 31,296.73	54.84%
PERS Admin Fees	7125	\$ 95.40	\$ 280.35	\$ 276.30	\$ 2,128.00	\$ 1,851.70	12.98%
Audit Services	7130	\$ -	\$ 2,100.00	\$ -	\$ 20,275.00	\$ 20,275.00	0.00%
Medical & Health Svcs (HR)	7140	\$ -	\$ 400.00	\$ 100.00	\$ 8,670.00	\$ 8,570.00	1.15%
Security Services	7150	\$ -	\$ 907.50	\$ 675.00	\$ 4,147.00	\$ 3,472.00	16.28%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 3,900.00	\$ 3,900.00	0.00%
Business Services	7180	\$ 9,503.20	\$ 26,988.32	\$ 37,431.63	\$ 67,660.00	\$ 30,228.37	55.32%
Umpire/Referee Services	7190	\$ -	\$ -	\$ 280.00	\$ 1,500.00	\$ 1,220.00	18.67%
Subscriptions	7210	\$ -	\$ 167.52	\$ 19.98	\$ 3,723.00	\$ 3,703.02	0.54%
Rents & Leases - Equip	7310	\$ (8,189.10)	\$ 598.71	\$ 1,742.40	\$ 24,000.00	\$ 22,257.60	7.26%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ 250.00	\$ 60.00	\$ (190.00)	416.67%
Event Supplies	7410	\$ -	\$ -	\$ 687.99	\$ 3,330.00	\$ 2,642.01	20.66%
Supplies	7420	\$ -	\$ -	\$ 115.74	\$ 4,900.00	\$ 4,784.26	2.36%
Bingo Supplies	7430	\$ 322.29	\$ -	\$ 1,546.87	\$ 3,600.00	\$ 2,053.13	42.97%
Sporting Goods	7440	\$ -	\$ 93.18	\$ 1,583.01	\$ 6,000.00	\$ 4,416.99	26.38%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 3,375.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	0.00%
Small Tools	7500	\$ -	\$ -	\$ 319.80	\$ 6,000.00	\$ 5,680.20	5.33%
Safety Supplies	7510	\$ 217.67	\$ -	\$ 477.67	\$ 2,550.00	\$ 2,072.33	18.73%
Uniform Allowance	7610	\$ -	\$ 439.86	\$ 160.00	\$ 11,220.00	\$ 11,060.00	1.43%
Safety Clothing	7620	\$ -	\$ 500.18	\$ -	\$ 4,764.00	\$ 4,764.00	0.00%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
Conference&Seminar Staff	7710	\$ -	\$ 500.00	\$ 3,964.00	\$ 24,896.00	\$ 20,932.00	15.92%
Conference&Seminar Board	7715	\$ -	\$ -	\$ 63.00	\$ 4,450.00	\$ 4,387.00	1.42%
Conference&Seminar Travel Exp	7720	\$ -	\$ -	\$ 1,149.83	\$ 14,718.00	\$ 13,568.17	7.81%
Out of Town Travel Board	7725	\$ -	\$ -	\$ 1,221.94	\$ 2,420.00	\$ 1,198.06	50.49%
Private Vehicle Mileage	7730	\$ -	\$ 86.42	\$ -	\$ 3,892.00	\$ 3,892.00	0.00%
Buses/Excursions	7750	\$ -	\$ -	\$ -	\$ 17,400.00	\$ 17,400.00	0.00%
Utilities - Gas	7810	\$ 2,259.10	\$ 1,993.29	\$ 6,200.35	\$ 30,414.00	\$ 24,213.65	20.39%
Utilities - Water	7820	\$ 59,242.98	\$ 313,819.34	\$ 248,587.01	\$ 899,999.00	\$ 651,411.99	27.62%
Utilities - Electric	7830	\$ 20,119.03	\$ 35,013.12	\$ 42,572.79	\$ 190,000.00	\$ 147,427.21	22.41%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 240.00	\$ 266.75	\$ 14,206.00	\$ 13,939.25	1.88%
Meals for Staff Training	7920	\$ -	\$ 134.28	\$ 169.78	\$ 3,500.00	\$ 3,330.22	4.85%

General Ledger
Fund 10 General Fund
September 2021 25%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ 18,646.67	\$ 57,440.00	\$ 55,940.00	\$ 223,760.00	\$ 167,820.00	25.00%
Reserve Computer Fleet	7971	\$ -	\$ 1,250.01	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 3,053.75	\$ -	\$ 9,161.25	\$ 36,645.00	\$ 27,483.75	25.00%
Reserve Repair/Oper/Admin	7975	\$ 5,416.67	\$ 37,500.00	\$ 16,250.00	\$ 65,000.00	\$ 48,750.00	25.00%
Admin Fee/CC Refund 2020	8112	\$ -	\$ 11,576.84	\$ 275.00	\$ -	\$ (275.00)	0.00%
Services and Supplies		\$ 139,544.54	\$ 708,145.51	\$ 730,802.59	\$ 3,502,788.00	\$ 2,771,985.41	20.86%
YTD Comparison				\$ 22,657.08			
Capital							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 64,730.00	\$ 64,730.00	0.00%
Community Center Marquee	8468	\$ -	\$ 2,636.60	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ 29,642.96	\$ -	\$ -	\$ -	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ 7,950.00	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 5,243.38	\$ -	\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ 13,200.00	\$ -	\$ -	\$ -	0.00%
ECAA Loan-Lighting Project	8483	\$ -	\$ -	\$ 52.50	\$ 190,000.00	\$ 189,947.50	0.03%
HVAC Conference Room	8485	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Pool Vacuum	8486	\$ -	\$ -	\$ 5,203.25	\$ 6,000.00	\$ 796.75	86.72%
Springville Parking Lot	8487	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	0.00%
Mission Oaks Parking Lot	8488	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
Tennis Court Lighting	8489	\$ -	\$ -	\$ -	\$ 140,000.00	\$ 140,000.00	0.00%
Senior Center Carpeting	8491	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Sr Ctr Upgrade to Sound Board	8492	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Bingo Console	8494	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Turf Sweeper	8495	\$ 8,189.10	\$ -	\$ 8,189.10	\$ 8,190.00	\$ 0.90	99.99%
ADA Transition Plan	8496	\$ -	\$ -	\$ -	\$ 82,880.00	\$ 82,880.00	0.00%
Capital		\$ 8,189.10	\$ 58,672.94	\$ 13,444.85	\$ 737,300.00	\$ 723,855.15	1.82%
TOTAL EXPENSE		\$ 535,230.77	\$ 1,814,700.06	\$ 2,084,521.86	\$ 8,303,038.00	\$ 6,218,516.14	25.11%
TOTAL YTD COMPARISON				\$ 269,821.80			

General Ledger
Fund 20 Assessment District Fund
September 2021 25%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (29.89)	\$ (88.40)	\$ (95.37)	\$ (238.00)	\$ (142.63)	40.07%
Assessment Revenue	5500	\$ (6,849.52)	\$ (5,852.92)	\$ (6,849.52)	\$ (1,209,566.00)	\$ (1,202,716.48)	0.57%
Revenue		\$ 6,879.41	\$ 5,941.32	\$ 6,944.89	\$ 1,209,804.00	\$ 1,202,859.11	0.57%
YTD Comparison				\$ 1,003.57			
Personnel							
Full Time Salaries	6100	\$ 2,394.42	\$ 3,691.52	\$ 4,589.18	\$ 20,831.00	\$ 16,241.82	22.03%
Overtime Salaries	6101	\$ 17.37	\$ 23.10	\$ 17.37	\$ -	\$ (17.37)	0.00%
Car Allowance	6105	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ 20.79	\$ 41.58	\$ 48.51	\$ 178.00	\$ 129.49	27.25%
Part-Time Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 399.70	\$ 604.45	\$ 764.77	\$ 3,568.00	\$ 2,803.23	21.43%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 291.80	\$ 582.43	\$ 692.52	\$ 3,749.00	\$ 3,056.48	18.47%
Workers Compensation	6140	\$ 259.83	\$ 362.27	\$ 498.81	\$ 2,483.00	\$ 1,984.19	20.09%
Personnel		\$ 3,383.91	\$ 5,305.35	\$ 6,611.16	\$ 30,809.00	\$ 24,197.84	21.46%
YTD Comparison				\$ 1,305.81			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 10,675.01	\$ 10,639.13	\$ 19,444.00	\$ 8,804.87	54.72%
Grounds Maintenance	6710	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Tree Care	6719	\$ -	\$ 3,750.00	\$ -	\$ 67,500.00	\$ 67,500.00	0.00%
Contracted LS Services	6720	\$ 21,980.84	\$ 126,246.84	\$ 97,359.65	\$ 465,913.00	\$ 368,553.35	20.90%
Park Amenities - Assess	6722	\$ -	\$ 929.12	\$ -	\$ 17,500.00	\$ 17,500.00	0.00%
Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ 44,146.67	\$ 131,390.00	\$ 132,440.00	\$ 529,760.00	\$ 397,320.00	25.00%
Services and Supplies		\$ 66,127.51	\$ 272,991.97	\$ 240,438.78	\$ 1,118,687.00	\$ 878,248.22	21.49%
YTD Comparison				\$ (32,553.19)			
TOTAL EXPENSE		\$ 69,511.42	\$ 278,297.32	\$ 247,049.94	\$ 1,149,496.00	\$ 902,446.06	21.49%
TOTAL YTD COMPARISON				\$ (31,247.38)			

General Ledger
Fund 30 Quimby Fee Fund
September 2021 25%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (12.49)	\$ (21.22)	\$ (52.89)	\$ (35,013.00)	\$ (34,960.11)	0.15%
MBS Interest Earnings	5320	\$ -	\$ (3,640.00)	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 12.49	\$ 3,661.22	\$ 52.89	\$ 35,013.00	\$ 34,960.11	0.15%
YTD Comparison				\$ (3,608.33)			
Expense							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Capital							
Ameilj Ranch Park Renovation	8464	\$ 8,960.34	\$ -	\$ 159,155.34	\$ 1,477,651.00	\$ 1,318,495.66	10.77%
PVAC Restroom & Shower	8469	\$ -	\$ 35,249.13	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Community Centar Kitchen	8480	\$ -	\$ -	\$ 1,008.98	\$ 229,347.00	\$ 228,338.02	0.44%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Capital		\$ 8,960.34	\$ 35,249.13	\$ 160,164.32	\$ 3,106,998.00	\$ 2,946,833.68	5.15%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,635,060.97	\$ 615,428.73	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 2,800,000.00	Comstock/Elacora	Mission Oaks	\$ 442,576.15	\$ 2,206,632.85	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 6,400,589.70			\$ 3,162,388.95	\$ 4,387,609.01	

General Ledger
Fund 50 CDBG - Food Share
September 2021 25%

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

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

TO: BOARD OF DIRECTORS

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

DATE: November 4, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSALS FOR A FIVE-YEAR LEASE ON A COLOR COPIER

SUMMARY

The District is reaching the end of a 5-year lease with Konica Minolta Business Solutions for printing services at the Administration Building. To secure a new 5-year printing services lease with a printer service provider, approval of the request for proposals (RFP) for a color copier 5-year lease is recommended.

BACKGROUND

In December 2016, the District entered into a 5-year lease with Konica Minolta Business Solutions for the production of all printed material developed in the Administration Building by the administration and recreation staff. The copier plays a significant role in the day-to-day operations of the District as the production of fliers, announcements, and reports is essential to staff and the public. The District is approaching the end of this 5-year lease in December 2021.

ANALYSIS

With our current lease ending in December 2021, the District has a buyout option for \$1 at the end of our current lease with Konica Minolta and would need to purchase a service agreement that will cover toner and repairs. This approach is not recommended as the printer model is at the end of its recommended life with over 1 million uses. As the copier is aging, it is anticipated there will be more downtime when components fail, which would impact the District's daily operations. District staff has been tracking the service calls on our leased printer since 2019. Since February of 2020, 12 total service calls have been placed including one where the technician recommended replacing the machine due to its age.

During a recent meeting with Konica Minolta, District staff was informed that our model is not being manufactured anymore and there is a limited supply of replacement parts. If the copier were to stop working, a replacement copier would be needed.

The RFP up for consideration will open on November 5, 2021 at 9:00 a.m. and close on November 11, 2021 at 4:00 p.m.

FISCAL IMPACT

There is no fiscal impact associated with this action. As background, the Board should be advised that funding for the lease of a copier is included in the approved FY 2021-2022.

RECOMMENDATION

It is recommended that the Board review and approve the RFP for a five-year lease on a Color Copier.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.5: Adopt new time and cost saving information technologies to improve efficiencies of District and IT operations.

Meets 2021 Strategic Plan Goal 4.3: Provide easily accessible information and effective community outreach through a strategic marketing and community engagement program.

ATTACHMENTS

- 1) Request for Proposals (RFP) Copier Lease (6 pages)
- 2) Printer Service Log (4 pages)

**Request for Proposal
for
Five-Year Lease on a
Color Copier**

**Invitation to Submit Proposal:
Due November 12, 2021 at 12:00 pm**



www.pvrpd.org • 805-482-1996

Dylan Gunning
Administrative Analyst
Pleasant Valley
Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010
805-482-1996 ext. 110
dgunning@pvrpd.org
www.pvrpd.org

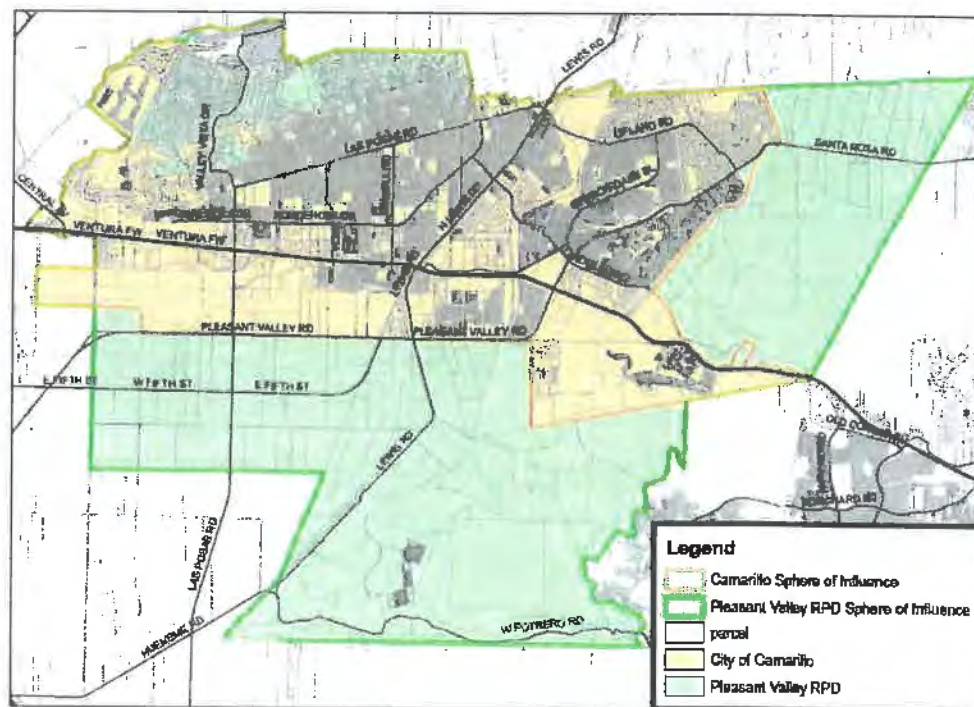
Introduction

The Pleasant Valley Recreation and Park District ("District") is issuing this Request for Proposals ("RFP") from experienced and qualified professional firms to provide a 5-year lease on a color copier.

District Background

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 59 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children's play equipment, and barbeque areas. The City of Camarillo, incorporated in 1964, is a separate entity from the District, however, they do add recreational and cultural service value and amenities to the community by owning two small parks, a trail system and full-service library that it operates independently of the District.

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



Project Goal

The Pleasant Valley Recreation & Park District (PVRPD) is soliciting proposals to Lease a Copier over a five-year term. The lease includes all equipment, services, supplies, installation, and training.

Project Scope

Vendor:

- A Service Level Agreement (SLA) that guarantees service response and systems performance.
- A level of service excellence with recognition by manufacturer or industry analyst.
- Managed Printer Service (MPS) Certifications and processes to effectively manage and support laser printers and MFPs.
- Local Dispatch for service requests and parts supplies inventory in Ventura County.

Minimum System Requirements:

- Copy print speed - a minimum of 51 pages per minute for color and 55 for black and white
- Single-pass duplex scanning speed - up to 100 images per minute
- Document Feeder Capacity - a minimum of 150 sheets
- Booklet stapler finisher with 2/3 hole-punching and tri-fold capability
- Minimum of 5 paper sources, including the bypass tray
- Minimum standard RAM capacity - 8GB
- Minimum standard - 256 GB
- Handle paper sizes 3-7/8" x 5-1/2" up to 12" x 18"
- Handle paper stock 14lb to 140lb index
- Postscript and PCL printing
- Advanced box for documentation collaboration - 15GB
- Standard media USB interface for scanning, printing, and PDF printing
- Ethernet network interface
- Supports environment initiatives, Energy Star Qualified
- Envelope Feeder
- Cost for printing
 - Provide cost per print and if available, flat rate printing cost.

Submission Requirements

Interested proposers must submit an electronic version (PDF or Microsoft Word format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this contract. The electronic version can be emailed to dgunning@gmail.com. Proposals shall not exceed 25 pages, including any attachments, and any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a transmittal letter, signed by an official authorized to commit the service provider to the representations, commitments, and statements contained in both the proposal and contracts. This should include the name, mailing address,

email address, and phone number of the service provider's primary contact person for the proposal.

2. Description and Qualifications of the Firm

a. Provide a description of the service provider's qualifications and experience on projects of similar nature to those described in the proposal.

3. Reference

a. A list of no more than three (3) references for the proposer and telephone numbers of recent clients, preferably other public agencies with similar projects.

5. Scope of Work

a. A clear and concise statement of the proposer's understanding of the nature and extent of the services required.

Questions about this Request for Proposal should be directed to Dylan Gunning at 805 482-1996 extension 110 or dgunning@pvprd.org.

PROPOSAL PROCESS AND CALENDAR

Distribution of RFP	November 5, 2021
Proposal submission	November 12, 2021 at noon
Review of RFP	November 12, 2021
Board Approval	December 2, 2021
Expected Signing of Contract	December 6, 2021

PROPOSAL DEADLINE

The deadline for the proposal is **Friday, November 12, 2021, at noon**. Proposal must be submitted to dgunning@gmail.com. Late submissions after the deadline will not be accepted

Acceptance of Proposal Contents

After the District selects a service provider, the contents of the submitted proposal will become a contractual obligation. The successful service provider will be required to execute an agreement with the District. Failure of the service provider to agree to include the proposal as part of the contractual Agreement may result in the cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District.

Acceptance or Rejection and Negotiation of Proposals

The District reserves the right to reject any or all proposals, to waive non-material irregularities or information in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, the District is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the District reserves the right to reject any and all proposals prior to the execution of the contract(s), with no penalty to the District. If the District elects to reject all proposals, it reserves the right to continue with its current services arrangement.

EVALUATION PROCESS

The proposals for the Five-Year Lease on a Color Copier will be evaluated by the Administrative Services Manager and designated staff. Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Cost. Although cost is a significant factor, other factors will be considered.
- C. Technical experience and professional qualifications of the service provider.

Appendix E

INSURANCE REQUIREMENTS FOR SERVICE PROVIDER

I. VERIFICATION OF COVERAGE

Service Provider shall furnish the District with original certificates and endorsements affecting coverage required. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. The District requires a minimum of \$1 million in professional/general liability insurance.

II. INDEMNIFICATION AND HOLD HARMLESS

Service Provider shall indemnify, defend with counsel reasonably acceptable to the District, hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of service provider or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of service provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or their officers, employees, agents, or volunteers and (2) the actions of service provider or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of service provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve service provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, service provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that service provider or any employee, agent, or subcontractor of service provider providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, service provider shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of service provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Recent History of Errors with Machine ID#94631182, BizHub C558, KM 800.456.5664

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

Contact: Karen Roberts, 805-482-1996, ext #101

There were several jamming issues before I started to keep track

Date Called	Service Call #	Issue	What Happened	Other
2/13/2019	30960373	Paper jam		
2/21/2019	30992084	Paper jamming		
3/13/2019	31073400	Paper jamming -- 3 rd call on same issue	Daniel McGarry changed part 818-262-8701	
3/19/2019	Left message for Daniel	Tray issue – paper jamming, but no paper and same thing with tray 2		
3/20&21/2019	31103214		Daniel ordered mylar strip for Tray 3	
4/3/2019 +or-			Daniel and Ruben changed strip	
4/11/2019	31197863	Not working sporadically;		
4/26/2019	31257174	Tray 3		
4/29/2019			Jose replaced roller & ordered a part, etc	
4/30/2019	31268527	Tray 3 continuously dropping with a thud; paper drafting crooked	Someone came to fix wire on rollers and checked spring	
5/1/2019	31274693	Tray 3 – same issue	Will call the branch manager, Allen Sielski at 216-571-2608	Mokbul Murshed 818-262-8727 replaced Tray 3.
6/3/2019	31389958	Tray 3 – goes to bypass and have to hit tray 3 & Start each time. Last week, it was grabbing 4 sheets at a time.	Mokbul changed Default Settings	
7/10/2019	31538788	Replaced tray 3?	Mokbul	

8/16/19	31726399	Initial grating noise when copying or printing	Ruben assessed that a new fuser is needed. He will install on Monday, 8.19.	
10/24/19	32235281	Black streaking	Installed new fuser – Jose Martinez 818.312.0035	
12/3/19		Scanning grabs paper and jams	Called Jose Martinez 818.312.0035 and LM	He never called back. Problem seemed to subside. Happens with hole punched or wrinkled papers.
02/10/2020	33259171	Red streaking	Called KM	Jose called and then arrived at 3:30pm to replace the magenta drum.
8/18/2020	35490578	Blue streaking at bottom of page	Called KM	Jose replaced color drum unit – cyan? DR313 – it was scratched.
9/9/2020	35826161	Black streaking at bottom of page	Called KM – they showed up today and said that we need a new black drum unit.	Jose replaced the black drum unit 9/11/20 and said that the developer needs to be replaced also. There was excessive black on the pages.
9/14/2020			Mokbul replaced developer unit. There was excess black color still showing up on copies.	Mokbul said to run more paper through it to get rid of the old ink from the old developer.

11/16/2020	36955729	Light streaking at bottom of page, sometimes different colors	Called KM	11-17 Ruben replaced black drum and magenta drum and will order image transfer belt
3/5/2021	38636518	Yellow shadowing across pages after a color copy is printed	Called KM	3/8 – replaced yellow drum
3/16/2021	38665998	Copies spit out crooked	Called KM	3/16 – adjusted paddles on finisher and replaced the cassette tires
5/28/2021	38888198	Grinding noise and copies still spitting out crooked	Called KM	6/2 Ruben removed a finishing unit that was worn out and will order a new fuser. Also repaired the output tray.
6/25/2021	Technician Call	Trouble Code C-1106 Internal error	Called KM	6/25 Ruben came and replaced a spring. Said that there is over 1 million uses and we should consider replacing the machine.
8/5/2021	39084800	Transfer Roller Unit needed replacement	Called KM	8/6 Mokbul replaced the unit
10/18/2021	39293191	Black streaking	Called KM	10/19 replaced the black drum unit

KM Orders as of October 8, 2021

DATE	ITEM	CONF #	CHECKED IN
10.08.2021	Called for 1 magenta toner and ended up ordering 3 black, 1 Cyan, 1 Yellow and 1 Magenta as recommended due to our usage	0326207883	

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

TO: BOARD OF DIRECTORS

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

DATE: November 4, 2021

**SUBJECT: CONSIDERATION OF BYLAWS UPDATES FOR THE
CALIFORNIA SPECIAL DISTRICT ASSOCIATION**

SUMMARY

The California Special Districts Association (CSDA) has reached out to member agencies to make revisions to its bylaws after receiving feedback and suggestions from its members. The Board is asked to review the revisions and determine how Pleasant Valley Recreation and Park District should vote.

BACKGROUND

The California Special Districts Association (CSDA) is a not-for-profit association formed in 1969 to promote good governance and improved core local services through professional development, advocacy, and other services for all types of independent special districts.

Since 1969, CSDA has been offering its members cost-efficient programs and representation at the State Capitol and boasts a membership of over 1,300 organizations throughout California. CSDA is the only statewide association representing all types of independent special districts, including irrigation, water, park and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare, and community services districts. CSDA provides education and training, insurance programs, legal advice, industry-wide litigation, public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services, and most importantly, current information crucial to a special district's management and operational effectiveness.

In 2016, the California Special Districts Association (CSDA) made its last revisions to its bylaws. The primary change was the addition of electronic voting for elections and other matters requiring Regular Member approval.

ANALYSIS

The following represents feedback and suggestions over the last few years from CSDA members. CSDA has conducted a review of the CSDA Bylaws, making the necessary updates as well as additions or improvements. There are numerous minor verbiage and grammar updates and more significant proposed updates listed below. The full detailed bylaws are attached to this report in the mark-up form.

- **Revised Rights of Regular Membership (see page 5)**
Rights of Regular Membership: Regular voting members have voting privileges and may hold seats on the Board of Directors. All Regular Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation's assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, Regular Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.
- **A new section on the use of "member" in reference to Associate Members and Business Affiliate Members (see pages 5-6)**
B. Associate Non-Voting Members: Associate members shall be public agencies such as dependent districts composed of appointees from a single public agency, cities, counties, joint powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above. Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

C. Business Affiliate Non-Voting Members: Business Affiliate members shall be those businesses or organizations that provide services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.
- **A new category for Retired Non-Voting Individual Membership (see page 7)**
C. Non-Voting Members: CSDA may refer to Associate Members and Business Affiliate Members or other persons or entities associated with it, as "members", even though those persons or entities are not voting Regular Members as set forth in Article II Section I A hereof. No such reference as "members" shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.
- **Updates to the Termination of Membership section and adds a section regarding Procedure for Termination of Membership (see pages 10-11)**
A member shall not be in good standing, and membership may be terminated, on occurrence of any of the following events: A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA). B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-

Trust Policies or has engaged in conduct materially and seriously prejudicial to this CSDA's purposes and interests.

Section 8. Procedure for Termination of Membership: If grounds exist for terminating the membership of a member under Section 7 hereof, the following procedures shall be followed:

A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.

B. The member shall be given an opportunity to be heard, either orally or in writing, at least 5 days before the effective date of the proposed termination of membership. The hearing shall be held, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur. C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

- **Clarification on the process for handling a vacancy on the Board of Directors outside of nomination period (see page 15)**

B. Vacancy Outside of Nomination Period. In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

- **New Annual Report section added (see page 15)**

Annual Report: The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail: • The assets and liabilities of CSDA as of the end of the fiscal year; • The principal changes in assets and liabilities; • CSDA's revenue or receipts, both unrestricted and restricted to particular purposes; • CSDA's expenses or disbursements for both general and restricted purposes. The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

- **A new section prohibiting dual directorships with CSDA's Alliance partner, Special District Risk Management Authority (SDRMA) (see page 15)**

Section 9. No Dual Directorships: During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its Board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the Board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

FISCAL IMPACT

There is no budget impact as a result of this action.

RECOMMENDATION

It is recommended the Board review and approve the bylaw revisions for the California Special District Association which would allow the General Manager to submit the District vote on the amended CSDA Bylaws.

STRATEGIC PLAN COMPLIANCE

None.

ATTACHMENTS

- 1) Bylaws of the California Special District Association 2021 Revisions (28 pages)

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT



BYLAWS

California Special Districts Association

Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

Revised July 1, 2014

Revised July 1, 2016

Revised November XX, 2021

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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association ([hereinafter referred to as "CSDA"](#)), CSDA will provide outreach, [advocacy, professional development, information, and other various services to member districts](#)

. CSDA will interact [and collaborate, where appropriate](#), with the associations and groups that support or oppose its membership's interests. [The control and governance of CSDA shall be the responsibility of CSDA's Board of Directors \(the "Board of Directors"\)](#).

Section 2. CSDA Networks:

The state of California shall be divided along county boundaries into six voting networks. The areas of the networks [are](#) determined by the Board of Directors of CSDA.

Section 3. Principal Office:

The principal business office of CSDA [is](#) located [at 1112 I Street, Suite 200, Sacramento, California 95814](#). [The Board of Directors shall have authority to change the principal office from one location to another](#).

ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. Regular Voting Members:

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of "independent special district" set forth in Government Code Section 56044 by having a legislative body comprised entirely of elected members, or which members are appointed to fixed terms; or
2. The following public agencies: (a) air quality management districts; (b) air
The following public agencies: (a) air quality management districts; (b) air
The following public agencies: (a) air quality management districts; (b) air
The following public agencies: (a) air quality management districts; (b) air
The following public agencies: (a) air quality management districts; (b) air
The following public agencies: (a) air quality
management districts; (b) air pollution control districts; (c) county water
agencies or authorities; (d) transit or rapid transit districts, or transportation
authorities; (e) metropolitan water districts; (f) flood control or water
conservation districts; (g) sanitation agencies.

Commented [MH1]: This was removed because it conflicts with the remaining portion of the provision and does not provide clarity on whom is included or excluded.

Regular voting members shall not include any state, cities, counties, school districts, community college districts, local agency formation commissions (LAFCOs), dependent districts, or joint powers authorities (JPAs) except as may be specifically referenced above.

Rights of Regular Membership: Regular voting members have voting privileges and may hold seats on the Board of Directors. All Regular Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation's assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, Regular Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

Commented [NM2]: New provision based on CA Nonprofit Law

B. Associate Non-Voting Members:

Associate members shall be public agencies such as dependent districts composed of appointees from a single public agency, cities, counties, joint powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

C. Business Affiliate Non-Voting Members:

Business Affiliate members shall be those businesses or organizations that provide services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

D. Retired Non-Voting Member (Individual Membership):

Retired Individual members shall be those persons that are retired from service as a staff or board member at a special district and have at least 1 year of previous service.

Retired members shall not be affiliated with or serve as a consultant to any agency eligible for regular, associate, or business affiliate membership in CSDA. Retired members cannot be employed by a company that provides services or products to special districts.

Retired members have no voting privileges and may not hold a seat on the CSDA Board of Directors. Retired members may hold a seat and may have voting privileges on any CSDA committee, with the exception of the Legislative Committee.

CSDA benefits available to retired members shall be determined by the CSDA Board of Directors.

Commented [NM3]: New provision adding individual membership category for those that wish to stay involved/informed after retirement

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws. The Board shall retain the authority to deny membership in CSDA at its discretion.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the authorized voting membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which notice has been given to voting members by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the regular voting member.

B. Voting Authorization:

Regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or by ballot.

C. Non-Voting Members:

CSDA may refer to Associate Members and Business Affiliate Members or other persons or entities associated with it, as "members", even though those persons or entities are not voting Regular Members as set forth in Article II Section I A hereof. No such reference as "members" shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.

Commented [NM4]: New provision clarifying the term 'members' and related references to the term

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, present at any annual or special meeting of the CSDA shall constitute a quorum. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.

B. Mailed or Electronic Ballot Quorum:

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members.

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or at least a quorum of the members (25 members). Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

C. Notice of Meetings:

Whenever members are permitted to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be given to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of communication to be utilized by and between CSDA and its members, if any, through which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. Electronic Notice. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or network that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to a member which has provided to CSDA an unrevoked consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in non-electronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

D. Electronic Meetings:

Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by electronic video screen communication by and between such members and CSDA. Any eligible member participating in a meeting electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by electronic video screen communication by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

E. Majority Vote:

Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 registered voters; and (2) the number of votes approving the action or proposal equals or exceeds a majority (50% plus one) of the regular voting members present and casting votes on the issue.

F. Solicitation of Written Ballots from Members:

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement; (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall

be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

G. Return of Ballots:

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication from regular voting members after the specified date shall be invalid and shall not be counted.

H. Number of Votes Required for Approval of Action on Written Ballot:

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting of members, i.e. 50% plus one of those participating members casting written ballots either electronically or by first class mail.

Section 7. Termination of Membership:

A member shall not be in good standing, and membership may be terminated, on occurrence of any of the following events:

A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).

A.B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies or has engaged in conduct materially and seriously prejudicial to this CSDA's purposes and interests.

Commented [NMS]: New provision based on CA Nonprofit Law and Federal anti-trust laws

Section 8. Procedure for Termination of Membership:

If grounds exist for terminating the membership of a member under Section 7 hereof, the following procedures shall be followed:

A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.

B. The member shall be given an opportunity to be heard, either orally or in writing, at least 5 days before the effective date of the proposed termination of membership. The hearing shall be held, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur.

C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

Commented [NM6]: New provision based on CA Nonprofit Law and to outline process

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member shall be limited to one seat on the Board.

There shall be three directors elected from each of the six CSDA networks. Directors elected from each of the six networks shall hold staggered three-year terms.

Section 2 Term of Office:

Directors elected from each of the six networks shall hold staggered three-year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall automatically terminate three years thereafter.

Section 3. Nomination of Directors:

Nomination of Directors seeking to serve on the Board shall be by network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The CSDA director nominee shall be a member of the board of directors of the district or a managerial employee as defined by that district's board of directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election.

CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each network's qualified nominees will be transmitted by mail or electronic ballot to that network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections for the Board of Directors. The Committee may enforce any regulation to facilitate the conduct of said elections. Directors shall be voted upon and elected by the regular voting members from the network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with staff, the networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least 120 days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid. In the event an incumbent does not re-run for their seat, the nomination period for that network shall be extended by ten days.

B. Balloting and Election:

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via authorized third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a written ballot specifying the certified nominees in each network shall be distributed by first class mail or electronically to each regular voting member in that network. Each such regular member in good standing in each network shall be entitled to cast one vote for each of that network's open seats on the Board. In the event there is more than one seat available for election, regular members shall be entitled to a number of votes equal to the seats available for election in their network.

The ballot for each network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each network were sent a ballot, either by first class mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6(F-H) of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or first class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action ; and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each Board position subject to election as would be required for an election of a nominee at a meeting of the members.

Written ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date, which shall be at least 45 days prior to the Annual Conference. Written ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or [their](#) designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential. [Election documents will be retained as outlined in CSDA's Board approved records retention policy.](#)

Section 5. Event of Tie:

In the event of a tie vote, a supplemental written ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically to each regular voting member in the network where the tie vote occurred.

Those written ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental written ballots received after the designated date whether by first class mail or electronically shall be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws.

In the event the supplemental written ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating [their](#) seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director's unexpired term.

A. Two or Three Vacant Seats in the Same Network:

In the event more than one seat on the CSDA Board of Directors in any one network is vacant at the same time, such vacancies shall be filled by election. A written ballot shall

be prepared; listing all nominees for that network accepted and approved by CSDA and distributed to each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4.A and B of these Bylaws

Regular members of each network shall be entitled to cast one vote for each open seat in that network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy Outside of Nomination Period

In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network's existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

C. Vacancy During Nomination Period:

In the event of a vacancy occurring during the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

D.

Section 7. Director Disqualification:

A. A director shall become disqualified from further service on the Board of Directors or any committee upon the occurrence of any of the following:

Commented [NM7]: Based on edits to item "B" above, this provision is no longer necessary

1. A director's district is no longer a member of CSDA;
2. A director is no longer a board member or an employee of a member district;
3. A director is elected or appointed to the Board of Directors of the Special District Risk Management Authority (SDRMA) or
- 1.4. A director's resignation.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director is unexcused and fails to attend three consecutive meetings of the Board or has not completed the Board Member requirements and expectations as outlined in policy.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

Directors shall serve without compensation. However, they shall be allowed reasonable reimbursement for pre-approved expenses incurred in the performance of their duties as Directors.

Commented [MHS]: This has been added to reflect current policy.

Annual Report: The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities of CSDA as of the end of the fiscal year;
- The principal changes in assets and liabilities;
- CSDA's revenue or receipts, both unrestricted and restricted to particular purposes;
- CSDA's expenses or disbursements for both general and restricted purposes.

The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

Commented [NMS]: New provision based on CA Nonprofit Law

Section 9. No Dual Directorships:

During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

Commented [NM10]: New provision to reflect provision in SDRMA's JPA and current practice

ARTICLE IV -- DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine. Directors may participate and have voting privileges remotely from other states and countries.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review, evaluate, and update the plans, policies and activities related to the business interests of CSDA. Timing and intervals of the Strategic Planning Meeting shall be determined by the Board of Directors.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors may be called for any purpose at any time by the President or by any group of 10 directors or as described in Article II, Section 6.B.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. Board of Directors Meeting Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Board Meetings by Telephone and Electronic Communications:

Any Board meeting may be held by conference telephone, video screen communication or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

Section 9. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA or on official CSDA electronic file server(s).

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the members of the Board of Directors without reference to networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each officer shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair who shall be directors of the Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and

have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may fill vacancies on the Board of Directors or on any committee that has authority of the Board, establish any other committees of the Board, or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee, expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, [web conference](#) or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:

The Professional Development Committee shall provide advice, feedback and general guidance for CSDA professional development programs and events.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as [ex officio members](#) of the Board of Directors of the CSDA Finance Corporation, a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but [rather](#) has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda [and advocacy priorities](#). The [Legislative](#) Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. Member Services Committee:

The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. Audit Committee:

The Audit Committee is responsible for maintaining and updating Internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any "proceeding", as that term is used in the Section 5238(a) of the California Corporations Code.

"Expenses", as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct

set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

ARTICLE VIII – AFFILIATED CHAPTERS

Section 1. Purpose:

The purpose of affiliated chapters is to provide local forums of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, including but not limited to the following chapters: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members, local organizations and businesses, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members as current members of CSDA in order to be a chapter affiliate of CSDA. Such chapters may include as members, local organizations/businesses and professionals who are not members of CSDA.

Affiliated chapters shall be determined upon approval and execution of the Chapter Affiliation Agreement by the chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually or upon request by the President or CEO.

No partnership or joint venture shall be established between CSDA and its affiliated chapters by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such affiliated chapter may decide by majority vote. Rules and regulations of the affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of Affiliated Chapters:

No part of CSDA's funds shall be used for the operation of the affiliate chapters. CSDA is not responsible for the debts, obligations, acts or omissions of the affiliate chapters.

Section 5. Legislative Program Participation:

Affiliate chapters may function as a forum regarding federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon approval by the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by mail or electronic ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members

in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendments shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

Section 3. Written Bylaw Amendment Ballot:

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a written ballot is used to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments the Board of Directors intends to present for vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be distributed to regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot.

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid.

Section 4. Bylaw Amendment Ratification:

A. Membership Meeting:

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by regular voting members present at such membership meeting meets or exceeds the required quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting.

B. Mail or Electronic Ballot:

The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied.

EXHIBIT A

Updated November 1, 2019



California Special Districts Association
DISTRICT NETWORKS



**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: November 4, 2021

**SUBJECT: AGREEMENT ON THE SUBROGATION AND
ASSIGNMENT OF CERTAIN CLAIMS ARISING OUT OF
THE WOOLSEY FIRE TO CALIFORNIA OFFICE OF
EMERGENCY SERVICES (CAL OES)**

SUMMARY

The California Governor's Office of Emergency Services ("Cal OES") is asking the District to transfer the District's right to make a claim, demand, or file a lawsuit relating to harms that the District suffered as a result of the Woolsey Fire to the extent that the District has received funding for such damages from Cal OES. This agreement has been requested by Cal OES as Cal OES is considering initiating litigation against Southern California Edison to recoup the funds Cal OES paid as a result of damages caused by the Woolsey Fire.

BACKGROUND

On November 8, 2018, a wildfire named the Woolsey Fire, started in the Simi Valley area. This fire burned throughout communities in Ventura County including the outskirts of Camarillo. The District's Camarillo Grove Park, which is located on the outskirts of Camarillo, was significantly damaged by the fire. The fire burned a play structure, trail system, bathroom, picnic tables, trash cans, fencing, dog park and vegetation. The District filed claims with its insurance carrier, CAPRI (California Association for Park & Recreation Indemnity) and Cal OES for the losses.

During the 2019 calendar year full repairs and replacement were completed by CAPRI, McLarens (CAPRI's insurance carrier), and Cal OES and the park was made whole. The play structure, picnic, tables, trash cans, fencing and dog park were replaced and/or rebuilt. The damage the bathroom sustained during the fire was repaired by Cal OES.

On October 1, 2021 Leonore Young, Administrative Services Manager for Pleasant Valley Recreation and Park District (District) received a phone call from Philip Hoos, Deputy Attorney General for the Natural Resources Law Section, California Department of Justice, asking if the District would assign its ability to file a legal claim for damages arising from the Woolsey Fire which injuries have been paid by Cal OES, to Cal OES. The assignment is limited to the recovery of funds that Cal OES distributed to the District in response to the fire and does not include claims that District may have against other parties. If the District agrees to the assignment, the District will be relieved of any obligations, arising from the receipt of funds, to pursue legal action against the perpetrators of the fire.

ANALYSIS

The morning following the fire that burned through Camarillo Grove Park, a claim was made with CAPRI by staff. On November 12, 2018, a natural disaster was declared allowing the District to submit a claim to Cal OES through FEMA for the damages caused at Camarillo Grove Park by the Woolsey Fire. Staff met with CAPRI, McLarens Insurance, and Cal OES/FEMA and discussed repairs and replacement for the damage sustained at Camarillo Grove Park by the fire.

It was determined that CAPRI and McLarens would cover the cost of the play structure, trails, picnic tables, trash cans and vegetation and Cal OES/FEMA would cover the cost of the bathroom. The agreement before the Board would not impact CAPRI and McLarens ability to also seek reimbursement from Southern California Edison.

FISCAL IMPACT

There is no fiscal impact associated with this action. The District has received payment on the claim in full. The amount of the claim for the damaged restroom at Camarillo Grove Park that Cal OES paid in full for was \$8,348.31.

RECOMMENDATION

It is recommended that the Board approve the agreement between the District and the California Governor's Office of Emergency Services.

STRATEGIC PLAN COMPLIANCE

Not applicable to the Strategic Plan Compliance.

ATTACHMENTS

- 1) Agreement on the Subrogation and Assignment of Claims Arising out of the Woolsey Fire (2 pages)

AGREEMENT ON THE SUBROGATION AND ASSIGNMENT OF CLAIMS ARISING OUT
OF THE WOOLSEY FIRE

This Subrogation and Assignment of Claims (“Agreement”) is entered into by and among the following parties:

- i. The Pleasant Valley Recreation & Park District (“Assignor”); and
- ii. The California Governor’s Office of Emergency Services (“Assignee”).

WHEREAS, after the November 2018 Woolsey Fire (the “Fire”), Assignee made significant expenditures to numerous public entities to assist with public health and safety efforts and other public works to address the various damage suffered from the Fire.

WHEREAS, these expenditures, including but not limited to funds originally distributed by the Federal Emergency Management Agency (“FEMA”), covered a number of different categories of costs, including repairs to public infrastructure and buildings, debris and ash removal, search and rescue efforts, and/or evacuation and shelter operations, among others.

WHEREAS, Assignor received funds from Assignee and used those funds to take necessary actions to safeguard public health and remedy harms arising from the Fire.

WHEREAS, pursuant to federal and state regulations, parties that receive emergency funds from FEMA, due to the negligence of a third party, are responsible for taking “all reasonable steps to recover all costs attributable to the negligence of the third party.” 44 C.F.R., § 204.62(c); see also 19 Cal. Code Reg. § 2910. FEMA would then be entitled to reimbursement of any costs recovered from the culpable third party. 44 C.F.R., §204.62(a), (c). Accordingly, in exchange for the funds Assignor received from Assignee, it was responsible for pursuing “reasonable efforts” to recover those costs from the responsible party whose negligence contributed to the Fire.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and Assignor (individually a “Party” and jointly the “Parties”) agree as follows:

1. Assignor assigns and transfers to Assignee any and all claims, demands, and causes of action of whatever kind and nature that Assignor has or may later have, under any legal or equitable theory of recovery, relating to harms Assignor suffered as a result of the Fire, and for which Assignor received funds from Assignee (“Assigned Claims”). By virtue of Assignee’s payments for damage and loss incurred by Assignor arising from the Fire, the Assignee subrogates to Assignor’s rights on the Assigned Claims.
2. Assignee will assume any and all responsibility Assignor has under state and federal law to pursue reimbursement from any third party for expenditures by Assignee or FEMA that were made to address effects caused by the Fire.

3. Assignee further agrees to indemnify and defend Assignor against any allegation that it did not adequately pursue reimbursement of any expenditures it received to address the effects of the Fire from FEMA or any other federal agency.
4. Assignee shall have no obligation to pursue from any potentially responsible third party any expenditure made directly by Assignor as a result of the Fire.
5. This Agreement is effective upon execution by the Parties, and may be signed in counterparts.
6. This Agreement contains the entire Agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.
7. This Agreement in all respects shall be interpreted, enforced, and governed by and under the laws of California. The terms of this agreement shall be specifically enforceable by the Parties.
8. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this agreement and to legally bind such Party to all terms and conditions of this document. This agreement shall be binding upon the Parties.

SIGNATURES

The California Governor's Office of Emergency Services consents to the terms and conditions of this Agreement by its duly authorized representative on this ____ day of _____, 2021.

By: _____

The Pleasant Valley Recreation & Park District consents to the terms and conditions of this Agreement by its duly authorized representative on this ____ day of _____, 2021.

By: _____

**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: November 4, 2021

**SUBJECT: CALIFORNIA PUBLIC EMPLOYEES RETIREMENT
SYSTEM (CALPERS) ACTUARIAL VALUATION
INFORMATION REPORT FOR FISCAL YEAR 2021-2022**

SUMMARY

The California Public Employees Retirement System (CalPERS) offers a defined benefit retirement plan. It provides benefits based on members years of service, age, and final compensation. Annually CalPERS provides each participating agency the Annual Valuation Report which is an important tool to help the District budget for its retirement benefits. These informational reports also provide insight regarding minimum employer contributions, changes from previous year's valuations, the District plans' liabilities, funding levels, contributions for both employer and employee and other information.

BACKGROUND

CalPERS is governed by a 13-member Board of Administration who are elected, appointed, or hold office ex officio. As the nation's largest public pension fund, CalPERS serves more than 2 million members in the retirement system and more than 1.5 million members and their families in their health program. The District Board entered into an agreement with CalPERS effective September 1, 1969. Currently, the District has three different retirement plans (2.5% @ 55, 2% @ 60, and 2% @ 62).

The 2.5% @ 55 CalPERS retirement plan was approved by the Board in 2007. In July of 2011, the Board approved a two-tiered program re-establishing the 2% @ 60 CalPERS retirement plan for all new employees. The California Public Employees' Pension Reform Act (PEPRA) took effect in January 2013, which added a third tier, 2% @ 62. These updates also change the way CalPERS retirement and health benefits are applied and places compensation limits on members. CalPERS, in its most recent annual financial report, estimated its total unfunded pension liability to stand at \$160 billion. CalPERS officials estimate that it is 70.8% funded and that figure is based on an assumption of future investment earnings averaging 7% a year, which is probably at least one or two percentage points too high. CalPERS posted a 5.5% return and higher, the last 20 years by its own calculation. As you may be aware, CalPERS investment returns have not always hit their projected return which has left the various plans not fully funded. On December 21, 2016, the CalPERS Board of Administration voted to lower the discount rate from 7.5% to 7% over a three-year period starting in Fiscal Year 2018-2019. The incremental lowering was to give employers more time to prepare for the changes in employer contribution costs.

In July 2021 CalPERS reported a preliminary 21.3% net investment return for fiscal year 2020-2021. CalPERS assets are at more than \$469 billion and the investment return of 21.3% missed the mark for CalPERS 21.7% projection.

Under the Funding Risk Mitigation Policy which was approved by the CalPERS Board of Administration in 2015, the double-digit return will trigger a reduction in the discount rate used to calculate employer and Public Employees' Pension Reform Act (PEPRA) member contributions. The discount rate, or assumed rate of return, will drop to 6.8%, from its current level of 7%.

The Funding Risk Mitigation Policy lowers the discount rate in years of good investment returns. This is the first time it has been triggered since the policy has been adopted.

The 21.3% 2020-21 fiscal year return for the Public Employees' Retirement Fund (PERF) were driven by Private Equity and Public Equity, with net returns of 43.8% and 36.3%, respectively.

Based on these preliminary fiscal year returns, the funded status of the overall PERF is an estimated 82%. This estimate is based on a 7% discount rate. Under the new 6.8% discount rate, however, the funded status of the overall PERF drops to 80%. This is because existing assets are assumed to grow at a slightly slower rate annually into the future. As intended under the Funding Risk Mitigation Policy, the lower discount rate increases the likelihood that CalPERS can reach its target over the longer term.

Annually the CalPERS Actuarial Office sends out the Annual Valuation Report to each public agency which are always one year in arrears. The report includes pension plan information of the current financial status of each plan along with the projected "Employer Normal Cost Rate" and the "Employer Amortization of Unfunded Accrued Liability" for the upcoming two fiscal years. It also contains the "Amortization Schedule and Alternatives" showing the balances of each plan, the "Employer Contribution History" and the "Funding History" of each plan.

Taking into consideration the numbers mentioned above, the contribution rate for the 2% @ 60 will stay the same, while the 2% @ 62 is projected to increase 0.5%. There is no mention as of yet what effect this return will have on the 2.5% @ 55 plan.

ANALYSIS

The District has three retirement plans. The three plans are known as 2.5% @ 55 Plan, 2% @ 60 Plan and 2% @ 62 Plan. The District strives to pay off the 2% @ 60 and the 2% @ 62 plans each year and pay additional if the budget will allow it. The District pays the minimum annual contribution on the 2.5% @ 55 plan.

The table below shows the number of employees in each pension plan.

Employees per Pension Plan

Plan Name	Number of Employees in Plan	Eligibility of Plan for Employee
2.5% @ 55	12	Closed to New Employees
2% @ 60 – Classic Members	5	Open to New Employees, only if already in PERS
2% @ 62 – PEPRA*	19	New Employee to PERS

*Public Employees' Pension Reform Act

Current and Future Unfunded Liability Obligations thru FY2023-2024

Plan Name	Unfunded Accrued Liability 2021-2022	Unfunded Accrued Liability 2022-2023	Unfunded Accrued Liability 2023-2024
2.5% @ 55	\$463,829	\$525,868	\$563,000
2% @ 60	\$ 30,903	\$ 28,014	\$ 27,697
2% @ 62 - PEPRA	\$ 22,238	\$ 12,112	\$ 10,006

Unfunded Liability Balance

Plan Name	Plan Balance at 6/30/22
2.5% @ 55	\$6,508,213
2% @ 60	\$ 28,014
2% @ 62	\$ 12,112

FISCAL IMPACT

No fiscal impact as the PERS Unfunded Liability payments have been placed into the fiscal year 2021-2022 budget.

RECOMMENDATION

Informational item only; no Board action required.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 2.1 Utilize best accounting practices and evaluate management and financial services.

ATTACHMENTS

- 1) Pension Plan 2.5% @ 55 – Miscellaneous First Tier (31 pages)
- 2) Pension Plan 2% @ 60 – Miscellaneous Second Tier (Classic) (30 pages)
- 3) Pension Plan 2% @ 62 – PEPRA Miscellaneous Plan (PEPRA) (31 pages)



California Public Employees' Retirement System
Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2021

**Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District
(CalPERS ID: 3596803517)
Annual Valuation Report as of June 30, 2020**

Dear Employer,

Attached to this letter, you will find the June 30, 2020 actuarial valuation report of your CalPERS pension plan. **Provided in this report is the determination of the minimum required employer contributions for fiscal year 2022-23.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2020.

Section 2 can be found on the CalPERS website (calpers.ca.gov). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2020.

Your June 30, 2020 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. Your assigned CalPERS staff actuary, whose signature appears in the Actuarial Certification section on page 1, is available to discuss the report with you.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution rates as needed. This valuation is based on an investment return assumption of 7.0% which was adopted by the board in December 2016. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017.

Required Contribution

The exhibit below displays the minimum employer contributions for fiscal year 2022-23 along with estimates of the required contributions for fiscal year 2023-24. Member contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The employer contributions in this report do not reflect any cost sharing arrangements you may have with your employees.**

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability
2022-23	11.59%	\$525,868
<i>Projected Results</i>		
2023-24	11.6%	\$563,000

The actual investment return for fiscal year 2020-21 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 7.00%. ***To the extent the actual investment return for fiscal year 2020-21 differs from 7.00%, the actual contribution requirements for fiscal year 2023-24 will differ from those shown above.*** For additional details regarding the assumptions and methods used for these projections please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through fiscal year 2027-28.

Changes from Previous Year's Valuation

There are no significant changes in actuarial assumptions or policies in your 2020 actuarial valuation. Your annual valuation report is an important tool for monitoring the health of your CalPERS pension plan. Your report contains useful information about future required contributions and ways to control your plan's funding progress. In addition to your annual actuarial report my office has developed tools for employers to plan, project and protect the retirement benefits of your employees. Pension Outlook is a tool to help plan and budget pension costs into the future with easy to understand results and charts.

You will be able to view the projected funded status and required employer contributions for pension plans in different potential scenarios for up to 30 years into the future — which will make budgeting more predictable. While Pension Outlook can't predict the future, it can provide valuable planning information based on a variety of future scenarios that you select.

Pension Outlook can help you answer specific questions about your plans, including:

- When is my plan's funded status expected to increase?
- What happens to my required contributions in a down market?
- How does the discount rate assumption affect my contributions?
- What is the impact of making an additional discretionary payment to my plan?

To get started, visit our Pension Outlook page at www.calpers.ca.gov/page/employers/actuarial-resources/pension-outlook-overview and take the steps to register online.

CalPERS will be completing an Asset Liability Management (ALM) review process in November 2021 that will review the capital market assumptions and the strategic asset allocation and ascertain whether a change in the discount rate and other economic assumptions is warranted. In addition, the Actuarial Office will be completing its Experience Study to review the demographic experience within the pension system and make recommendations to modify future assumptions where appropriate.

Furthermore, this valuation does not reflect any impacts from the COVID-19 pandemic on your pension plan. The impact of COVID-19 on retirement plans is not yet known and CalPERS actuaries will continue to monitor the effects and where necessary make future adjustments to actuarial assumptions.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A of the Section 2 report, "Actuarial Methods and Assumptions."

Questions

We understand that you might have questions about these results, and your assigned CalPERS actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or (888-225-7377).

Sincerely,



SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA
Chief Actuary



**Actuarial Valuation
as of June 30, 2020**

**for the
Miscellaneous First Tier Plan
of the
Pleasant Valley Recreation and Park District
(CalPERS ID: 3596803517)**

**Required Contributions
for Fiscal Year
July 1, 2022 - June 30, 2023**

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Section 1 - Plan Specific Information

Section 2 - Risk Pool Actuarial Valuation Information

Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

**Plan Specific Information
for the
Miscellaneous First Tier Plan
of the
Pleasant Valley Recreation and Park
District**

**(CalPERS ID: 3596803517)
(Rate Plan ID: 9643)**

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Rate Plan belonging to the Miscellaneous Risk Pool

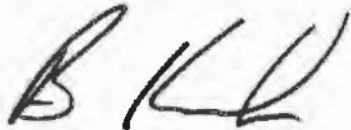
Actuarial Certification

Section 1 of this report is based on the member and financial data contained in our records as of June 30, 2020 which was provided by your agency and the benefit provisions under your contract with CalPERS. Section 2 of this report is based on the member and financial data as of June 30, 2020 provided by employers participating in the Miscellaneous Risk Pool to which the plan belongs and benefit provisions under the CalPERS contracts for those agencies.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the risk pool containing your Miscellaneous First Tier Plan has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool as of the date of this valuation and as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the plan, it is my opinion as the plan actuary that the Unfunded Accrued Liability amortization bases as of June 30, 2020 and employer contribution as of July 1, 2022 have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



BILL KARCH, ASA, MAAA
Supervising Pension Actuary, CalPERS

Highlights and Executive Summary

- **Introduction**
- **Purpose of Section 1**
- **Required Employer Contributions**
- **Additional Discretionary Employer Contributions**
- **Plan's Funded Status**
- **Projected Employer Contributions**
- **Other Pooled Miscellaneous Risk Pool Rate Plans**
- **Cost**
- **Changes Since the Prior Year's Valuation**
- **Subsequent Events**

Introduction

This report presents the results of the June 30, 2020 actuarial valuation of the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the required employer contributions for fiscal year 2022-23.

Purpose of Section 1

This Section 1 report for the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2020;
- Determine the minimum required employer contribution for this plan for the fiscal year July 1, 2022 through June 30, 2023; and
- Provide actuarial information as of June 30, 2020 to the CalPERS Board of Administration and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website.

The measurements shown in this actuarial valuation may not be applicable for other purposes. The employer should contact their actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; and changes in plan provisions or applicable law.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 6.0% and 8.0%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2017.
- Pension Plan maturity measures quantifying the risks the employer bears.

Required Employer Contributions

Required Employer Contributions	Fiscal Year
Employer Normal Cost Rate	2022-23
	11.59%
<i>Plus</i>	
Required Payment on Amortization Bases¹	\$525,868
<i>Paid either as</i>	
1) Monthly Payment	\$43,822.33
<i>Or</i>	
2) Annual Prepayment Option*	\$508,376
<i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i>	
<i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i>	

	Fiscal Year 2021-22	Fiscal Year 2022-23
Development of Normal Cost as a Percentage of Payroll		
Base Total Normal Cost for Formula	19.55%	19.55%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Phase out of Normal Cost Difference ³	0.00%	0.00%
Plan's Total Normal Cost	19.55%	19.55%
Formula's Expected Employee Contribution Rate	7.96%	7.96%
Employer Normal Cost Rate	11.59%	11.59%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2021.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

³ The normal cost change is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for the 2022-23 fiscal year is \$525,868. CalPERS allows employers to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Employers can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during fiscal year 2022-23 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

If you are considering making an ADP, please contact your actuary for additional information.

Minimum Required Employer Contribution for Fiscal Year 2022-23

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
\$119,328	\$525,868	\$0	\$525,868	\$645,196

Alternative Fiscal Year 2022-23 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP ¹	Total UAL Contribution	Estimated Total Contribution
20 years	\$119,328	\$525,868	\$68,027	\$593,895	\$713,223
15 years	\$119,328	\$525,868	\$164,930	\$690,798	\$810,126
10 years	\$119,328	\$525,868	\$369,932	\$895,800	\$1,015,128
5 years	\$119,328	\$525,868	\$1,008,626	\$1,534,494	\$1,653,822

¹ The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2022 as determined in the June 30, 2020 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$21,119,847	\$21,567,350
2. Entry Age Accrued Liability (AL)	19,801,042	20,347,079
3. Plan's Market Value of Assets (MVA)	13,766,797	13,856,703
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	6,034,245	6,490,376
5. Funded Ratio [(3) / (2)]	69.5%	68.1%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 7.00% Return for Fiscal Year 2020-21)				
		2022-23	2023-24	2024-25	2025-26	2026-27
Rate Plan 9643 Results						
Normal Cost %	11.59%	11.6%	11.6%	11.6%	11.6%	11.6%
UAL Payment	\$525,868	\$563,000	\$602,000	\$627,000	\$651,000	\$667,000

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Our online pension plan modeling and projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook is a tool to help plan and budget pension costs into the future with results and charts that are easy to understand.

Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown below, correspond to rate plan 9643. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the payroll for each rate plan will grow according to the overall payroll growth assumption of 2.75% per year for three years.

	Fiscal Year 2021-22	Fiscal Year 2022-23
Estimated Combined Employer Contributions for all Pooled Miscellaneous Rate Plans		
Projected Payroll for the Contribution Year	\$2,444,585	\$2,529,692
Estimated Employer Normal Cost	\$235,351	\$236,437
Required Payment on Amortization Bases	\$465,986	\$530,926
Estimated Total Employer Contributions	\$701,337	\$767,363
Estimated Total Employer Contribution Rate (illustrative only)	28.69%	30.33%

Actuarial Determination of Pension Plan Cost

Contributions to fund the pension plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2016-17, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with fiscal year 2016-17, the Amortization of UAL component was expressed as a dollar amount and invoiced on a monthly basis. There continues to be an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 5.5% over the 20 years ending June 30, 2020, yet individual fiscal year returns have ranged from -23.6% to +20.7%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2017.

Changes Since the Prior Year's Valuation

Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

Actuarial Methods and Assumptions

There are no significant changes to the actuarial methods or assumptions for the 2020 actuarial valuation.

Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2020. Changes in the value of assets subsequent to that date are not reflected. Investment returns below the assumed rate of return will increase future required contributions while investment returns above the assumed rate of return will decrease future required contributions.

CalPERS will be completing an Asset Liability Management (ALM) process in November 2021 that will review the capital market assumptions and the strategic asset allocation and ascertain whether a change in the discount rate and other economic assumptions is warranted. As part of the ALM process the Actuarial Office will be completing an Experience Study to review the demographic experience of the retirement system and make recommendations to modify future assumptions where appropriate.

Furthermore, this valuation does not reflect any impacts from the COVID-19 pandemic on your pension plan. The impact of COVID-19 on retirement plans is not yet known and CalPERS actuaries will continue to monitor the effects and where necessary make future adjustments to actuarial assumptions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 7.0% going forward and that the realized rate of return on assets for fiscal year 2020-21 is 7.0%.

This actuarial valuation report reflects statutory changes, regulatory changes and CalPERS Board actions through January 2021. Any subsequent changes or actions are not reflected.

Assets and Liabilities

- **Breakdown of Entry Age Accrued Liability**
- **Allocation of Plan's Share of Pool's Experience/Assumption Change**
- **Development of Plan's Share of Pool's Market Value of Assets**
- **Schedule of Plan's Amortization Bases**
- **Amortization Schedule and Alternatives**
- **Employer Contribution History**
- **Funding History**

Breakdown of Entry Age Accrued Liability

Active Members	\$4,076,962
Transferred Members	1,073,933
Terminated Members	1,341,948
Members and Beneficiaries Receiving Payments	<u>13,854,236</u>
Total	\$20,347,079

Allocation of Plan's Share of Pool's Experience/Assumption Change

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The Pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1. Plan's Accrued Liability	\$20,347,079
2. Projected UAL balance at 6/30/2020	6,099,219
3. Pool's Accrued Liability ¹	19,314,480,060
4. Sum of Pool's Individual Plan UAL Balances at 6/30/2020 ¹	4,306,566,797
5. Pool's 2019/20 Investment (Gain)/Loss ¹	344,968,792
6. Pool's 2019/20 Non-Investment (Gain)/Loss ¹	60,428,629
7. Plan's Share of Pool's Investment (Gain)/Loss: $[(1) - (2)] + [(3) - (4)] \times (5)$	327,498
8. Plan's Share of Pool's Non-Investment (Gain)/Loss: $(1) + (3) \times (6)$	63,659
9. Plan's New (Gain)/Loss as of 6/30/2020: $(7) + (8)$	391,158

¹ Does not include plans that transferred to Pool on the valuation date.

Development of the Plan's Share of Pool's Market Value of Assets

10. Plan's UAL: $(2) + (9)$	\$6,490,376
11. Plan's Share of Pool's MVA: $(1) - (10)$	\$13,856,703

Schedule of Plan's Amortization Bases

Note that there is a two-year lag between the valuation date and the start of the contribution fiscal year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2020.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: fiscal year 2022-23.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level 2022-23	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/20	Expected Payment 2020-21	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Minimum Required Payment 2022-23
Share of Pre-2013 Pool UAL	6/30/13	No Ramp		2.75%	14	1,967,223	169,390	1,929,710	174,048	1,884,753	178,834
Non-Investment (Gain)/Loss	6/30/13	100%	Up/Down	2.75%	23	(17,832)	(1,210)	(17,829)	(1,243)	(17,791)	(1,277)
Investment (Gain)/Loss	6/30/13	100%	Up/Down	2.75%	23	1,933,410	131,157	1,933,079	134,764	1,928,994	138,469
Non-Investment (Gain)/Loss	6/30/14	100%	Up/Down	2.75%	24	1,640	108	1,643	111	1,643	115
Investment (Gain)/Loss	6/30/14	100%	Up/Down	2.75%	24	(1,438,294)	(95,110)	(1,440,592)	(97,725)	(1,440,346)	(100,413)
Assumption Change	6/30/14	100%	Up/Down	2.75%	14	895,594	85,161	870,194	87,503	840,594	89,910
Non-Investment (Gain)/Loss	6/30/15	100%	Up/Down	2.75%	25	(75,605)	(3,954)	(76,807)	(5,079)	(76,930)	(5,219)
Investment (Gain)/Loss	6/30/15	100%	Up/Down	2.75%	25	889,279	46,513	903,415	59,740	904,859	61,383
Non-Investment (Gain)/Loss	6/30/16	100%	Up/Down	2.75%	26	(141,254)	(5,551)	(145,400)	(7,605)	(147,711)	(9,768)
Investment (Gain)/Loss	6/30/16	100%	Up/Down	2.75%	26	1,097,504	43,130	1,129,715	59,089	1,147,673	75,892
Assumption Change	6/30/16	100%	Up/Down	2.75%	16	343,086	18,679	347,780	25,591	345,653	32,868
Non-Investment (Gain)/Loss	6/30/17	80%	Up/Down	2.75%	27	(29,898)	(795)	(31,169)	(1,225)	(32,084)	(1,678)
Investment (Gain)/Loss	6/30/17	80%	Up/Down	2.75%	27	(556,761)	(14,800)	(580,425)	(22,810)	(597,460)	(31,250)
Assumption Change	6/30/17	80%	Up/Down	2.75%	17	387,403	14,127	399,908	21,773	405,379	29,829
Non-Investment (Gain)/Loss	6/30/18	60%	Up/Down	2.75%	28	84,959	1,160	89,706	2,385	93,518	3,675
Investment (Gain)/Loss	6/30/18	60%	Up/Down	2.75%	28	(162,986)	(2,226)	(172,092)	(4,574)	(179,407)	(7,050)
Method Change	6/30/18	60%	Up/Down	2.75%	18	166,628	3,107	175,078	6,384	180,730	9,840
Assumption Change	6/30/18	60%	Up/Down	2.75%	18	600,956	11,205	631,432	23,025	651,815	35,488
Non-Investment (Gain)/Loss	6/30/19	No Ramp		0.00%	19	81,764	0	87,487	7,983	85,353	7,983

Schedule of Plan's Amortization Bases (continued)

Reason for Base	Date Est.	Ramp Level 2022-23	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/20	Expected Payment 2020-21	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Minimum Required Payment 2022-23
Investment (Gain)/Loss	6/30/19	40%	Up Only	0.00%	19	72,403	0	77,471	1,694	81,142	3,388
Non-Investment (Gain)/Loss	6/30/20	No Ramp		0.00%	20	63,659	0	68,115	0	72,883	6,651
Investment (Gain)/Loss	6/30/20	20%	Up Only	0.00%	20	327,498	0	350,423	0	374,953	8,198
Total						6,490,376	400,091	6,530,842	463,829	6,508,213	525,868

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in "Allocation of Plan's Share of Pool's Experience/Assumption Change" earlier in this section. These (gain)/loss bases will be amortized in accordance with the CalPERS amortization policy in effect at the time the base was established.

Amortization Schedule and Alternatives

The amortization schedule on the previous page shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please consult with your plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over a reasonable period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternate Schedules			
			15 Year Amortization		10 Year Amortization	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2022	6,508,213	525,868	6,508,213	690,798	6,508,213	895,800
6/30/2023	6,419,826	563,075	6,249,221	690,798	6,037,165	895,800
6/30/2024	6,286,763	602,217	5,972,099	690,798	5,533,144	895,801
6/30/2025	6,103,898	627,409	5,675,579	690,798	4,993,840	895,800
6/30/2026	5,882,173	651,322	5,358,303	690,798	4,416,786	895,800
6/30/2027	5,620,191	667,470	5,018,817	690,798	3,799,338	895,800
6/30/2028	5,323,166	684,064	4,655,567	690,798	3,138,669	895,801
6/30/2029	4,988,187	701,112	4,266,890	690,798	2,431,752	895,800
6/30/2030	4,612,125	718,630	3,851,005	690,797	1,675,352	895,801
6/30/2031	4,191,615	736,627	3,406,009	690,797	866,003	895,800
6/30/2032	3,723,054	731,537	2,929,864	690,798		
6/30/2033	3,226,959	725,657	2,420,387	690,797		
6/30/2034	2,702,221	709,847	1,875,248	690,797		
6/30/2035	2,157,104	682,053	1,291,949	690,797		
6/30/2036	1,602,579	368,704	667,819	690,797		
6/30/2037	1,333,368	333,306				
6/30/2038	1,081,929	295,732				
6/30/2039	851,755	266,311				
6/30/2040	635,905	247,254				
6/30/2041	424,659	189,893				
6/30/2042	257,959	133,470				
6/30/2043	137,955	104,243				
6/30/2044	39,782	41,151				
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
Total		11,306,952		10,361,964		8,958,003
Interest Paid		4,798,739		3,853,751		2,449,790
Estimated Savings				944,988		2,348,949

Rate Plan belonging to the Miscellaneous Risk Pool

Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2019 or after June 30, 2020 are not included.

Fiscal Year	Employer Normal Cost	Unfunded Liability Payment (\$)	Additional Discretionary Payments
2016 - 17	9.498%	\$200,862	N/A
2017 - 18	9.539%	239,623	N/A
2018 - 19	10.022%	295,150	N/A
2019 - 20	10.823%	355,155	0
2020 - 21	11.742%	400,092	
2021 - 22	11.59%	463,829	
2022 - 23	11.59%	525,868	

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio, and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2011	\$12,745,669	\$8,268,775	\$4,476,894	64.9%	\$2,382,458
06/30/2012	13,367,689	8,258,730	5,108,959	61.8%	2,161,680
06/30/2013	14,357,090	10,939,035	3,418,055	76.2%	1,831,059
06/30/2014	15,748,741	12,561,160	3,187,581	79.8%	1,590,514
06/30/2015	16,361,314	12,439,875	3,921,439	76.0%	1,544,132
06/30/2016	17,288,302	12,226,528	5,061,774	70.7%	1,394,533
06/30/2017	18,434,922	13,383,979	5,050,943	72.6%	1,384,759
06/30/2018	19,510,176	13,739,336	5,770,840	70.4%	1,244,585
06/30/2019	19,801,042	13,766,797	6,034,245	69.5%	1,055,650
06/30/2020	20,347,079	13,856,703	6,490,376	68.1%	949,103

Risk Analysis

- **Future Investment Return Scenarios**
- **Discount Rate Sensitivity**
- **Mortality Rate Sensitivity**
- **Maturity Measures**
- **Maturity Measures History**
- **Hypothetical Termination Liability**

Future Investment Return Scenarios

Analysis was performed to determine the effects of various future investment returns on required employer contributions. The projections below provide a range of results based on five investment return scenarios assumed to occur during the next four fiscal years (2020-21, 2021-22, 2022-23 and 2023-24). The projections also assume that all other actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur.

For fiscal years 2020-21, 2021-22, 2022-23, and 2023-24, each scenario assumes an alternate fixed annual return. The fixed return assumptions for the five scenarios are 1.0%, 4.0%, 7.0%, 9.0% and 12.0%.

These alternate investment returns were chosen based on stochastic analysis of possible future investment returns over the four-year period ending June 30, 2024. Using the expected returns and volatility of the asset classes in which the funds are invested, we produced five thousand stochastic outcomes for this period based on the most recently completed Asset Liability Management process. We then selected annual returns that approximate the 5th, 25th, 50th, 75th, and 95th percentiles for these outcomes. For example, of all the 4-year outcomes generated in the stochastic analysis, approximately 25% had an average annual return of 4.0% or less.

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 1.0% or greater than 12.0% over this four-year period, the likelihood of a single investment return less than 1.0% or greater than 12.0% in any given year is much greater.

Assumed Annual Return From 2020-21 through 2023-24	Projected Employer Contributions			
	2023-24	2024-25	2025-26	2026-27
1.0%				
Normal Cost	11.6%	11.6%	11.6%	11.6%
UAL Contribution	\$584,000	\$665,000	\$753,000	\$861,000
4.0%				
Normal Cost	11.6%	11.6%	11.6%	11.6%
UAL Contribution	\$573,000	\$634,000	\$691,000	\$759,000
7.0%				
Normal Cost	11.6%	11.6%	11.6%	11.6%
UAL Contribution	\$563,000	\$602,000	\$627,000	\$651,000
9.0%				
Normal Cost	11.8%	12.1%	12.3%	12.6%
UAL Contribution	\$557,000	\$585,000	\$595,000	\$597,000
12.0%				
Normal Cost	11.8%	12.1%	12.3%	12.6%
UAL Contribution	\$547,000	\$553,000	\$527,000	\$480,000

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.50% and 2.50%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2020 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 7.0% as well as alternate discount rates of 6.0% and 8.0%. The rates of 6.0% and 8.0% were selected since they illustrate the impact of a 1.0% increase or decrease to the 7.0% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2020	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	6.0%	7.0%	8.0%
Inflation	2.5%	2.5%	2.5%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	24.47%	19.55%	15.79%
b) Accrued Liability	\$22,928,567	\$20,347,079	\$18,204,114
c) Market Value of Assets	\$13,856,703	\$13,856,703	\$13,856,703
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$9,071,864	\$6,490,376	\$4,347,411
e) Funded Status	60.4%	68.1%	76.1%

Sensitivity to the Price Inflation Assumption

As of June 30, 2020	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
Discount Rate	6.0%	7.0%	8.0%
Inflation	1.5%	2.5%	3.5%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	20.88%	19.55%	18.00%
b) Accrued Liability	\$21,475,498	\$20,347,079	\$18,910,107
c) Market Value of Assets	\$13,856,703	\$13,856,703	\$13,856,703
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$7,618,795	\$6,490,376	\$5,053,404
e) Funded Status	64.5%	68.1%	73.3%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2020 plan costs and funded status under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2017. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of June 30, 2020	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	19.88%	19.55%	19.24%
b) Accrued Liability	\$20,760,166	\$20,347,079	\$19,965,925
c) Market Value of Assets	\$13,856,703	\$13,856,703	\$13,856,703
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$6,903,463	\$6,490,376	\$6,109,222
e) Funded Status	66.7%	68.1%	69.4%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2019	June 30, 2020
1. Retired Accrued Liability	12,909,199	13,854,236
2. Total Accrued Liability	19,801,042	20,347,079
3. Ratio of Retiree AL to Total AL [(1) / (2)]	0.65	0.68

Another measure of maturity level of CalPERS and its plans is to look at the ratio of actives to retirees, also called the Support Ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures, and members retire, the ratio starts declining. A mature plan will often have a ratio near or below one. The average support ratio for CalPERS public agency plans is 1.25.

Support Ratio	June 30, 2019	June 30, 2020
1. Number of Actives	17	15
2. Number of Retirees	53	57
3. Support Ratio [(1) / (2)]	0.32	0.26

Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

Asset Volatility Ratio (AVR)

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

Liability Volatility Ratio (LVR)

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The AVR, described above, will tend to move closer to the LVR as a plan matures.

Contribution Volatility	June 30, 2019	June 30, 2020
1. Market Value of Assets	\$13,766,797	\$13,856,703
2. Payroll	1,055,650	949,103
3. Asset Volatility Ratio (AVR) [(1) / (2)]	13.0	14.6
4. Accrued Liability	\$19,801,042	\$20,347,079
5. Liability Volatility Ratio (LVR) [(4) / (2)]	18.8	21.4

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0.64	0.42	9.7	13.3
06/30/2018	0.66	0.39	11.0	15.7
06/30/2019	0.65	0.32	13.0	18.8
06/30/2020	0.68	0.26	14.6	21.4

Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2020. The plan liability on a termination basis is calculated differently compared to the plan's ongoing funding liability. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the CalPERS Board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19-month period from 12 months before the valuation date to 7 months after.

Market Value of Assets (MVA)	Hypothetical Termination Liability ^{1,2} at 0.75%	Funded Status	Unfunded Termination Liability at 0.75%	Hypothetical Termination Liability ^{1,2} at 2.50%	Funded Status	Unfunded Termination Liability at 2.50%
\$13,856,703	\$46,671,888	29.7%	\$32,815,185	\$36,026,163	38.5%	\$22,169,460

¹ The hypothetical liabilities calculated above include a 5% mortality contingency load in accordance with Board policy. Other actuarial assumptions can be found in Appendix A of the Section 2 report.

² The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 1.18% on June 30, 2020, and was 1.68% on January 31, 2021.

In order to terminate the plan, you must first contact our Retirement Services Contract Unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to give you a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. CalPERS advises you to consult with the plan actuary before beginning this process.

Participant Data

The table below shows a summary of your plan's member data upon which this valuation is based:

	June 30, 2019	June 30, 2020
Active Members		
Counts	17	15
Average Attained Age	N/A	49.5
Average Entry Age to Rate Plan	N/A	33.6
Average Years of Credited Service	N/A	15.8
Average Annual Covered Pay	\$62,097	\$63,274
Annual Covered Payroll	\$1,055,650	\$949,103
Projected Annual Payroll for Contribution Year	\$1,145,158	\$1,029,577
Present Value of Future Payroll	\$8,103,408	\$7,630,686
Transferred Members	11	9
Separated Members	62	60
Retired Members and Beneficiaries		
Counts*	53	57
Average Annual Benefits*	N/A	\$18,712

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

* Values include community property settlements.

List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which your agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Member Category	Benefit Group	
	Misc	Misc
Demographics		
Actives	No	Yes
Transfers/Separated	Yes	Yes
Receiving	Yes	Yes
Benefit Provision		
Benefit Formula	2% @ 60	2.5% @ 55
Social Security Coverage	Yes	Yes
Full/Modified	Modified	Modified
Employee Contribution Rate		8.00%
Final Average Compensation Period	Three Year	Three Year
Sick Leave Credit	Yes	Yes
Non-Industrial Disability	Standard	Standard
Industrial Disability	No	No
Pre-Retirement Death Benefits		
Optional Settlement 2	Yes	Yes
1959 Survivor Benefit Level	No	No
Special	No	No
Alternate (firefighters)	No	No
Post-Retirement Death Benefits		
Lump Sum	\$500	\$500
Survivor Allowance (PRSA)	No	No
COLA	2%	2%

Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Risk Pool Actuarial Valuation Information

**Section 2 may be found on the CalPERS website
(calpers.ca.gov) in the Forms and
Publications section**



California Public Employees' Retirement System

Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2021

**Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District
(CalPERS ID: 3596803517)**

Annual Valuation Report as of June 30, 2020

Dear Employer,

Attached to this letter, you will find the June 30, 2020 actuarial valuation report of your CalPERS pension plan. **Provided in this report is the determination of the minimum required employer contributions for fiscal year 2022-23.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2020.

Section 2 can be found on the CalPERS website (calpers.ca.gov). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2020.

Your June 30, 2020 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. Your assigned CalPERS staff actuary, whose signature appears in the Actuarial Certification section on page 1, is available to discuss the report with you.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution rates as needed. This valuation is based on an investment return assumption of 7.0% which was adopted by the board in December 2016. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017.

Required Contribution

The exhibit below displays the minimum employer contributions for fiscal year 2022-23 along with estimates of the required contributions for fiscal year 2023-24. Member contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The employer contributions in this report do not reflect any cost sharing arrangements you may have with your employees.**

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability
2022-23	8.63%	\$2,202
<i>Projected Results</i>		
2023-24	8.6%	\$2,600

The actual investment return for fiscal year 2020-21 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 7.00%. **To the extent the actual investment return for fiscal year 2020-21 differs from 7.00%, the actual contribution requirements for fiscal year 2023-24 will differ from those shown above.** For additional details regarding the assumptions and methods used for these projections please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through fiscal year 2027-28.

Changes from Previous Year's Valuation

There are no significant changes in actuarial assumptions or policies in your 2020 actuarial valuation. Your annual valuation report is an important tool for monitoring the health of your CalPERS pension plan. Your report contains useful information about future required contributions and ways to control your plan's funding progress. In addition to your annual actuarial report my office has developed tools for employers to plan, project and protect the retirement benefits of your employees. Pension Outlook is a tool to help plan and budget pension costs into the future with easy to understand results and charts.

You will be able to view the projected funded status and required employer contributions for pension plans in different potential scenarios for up to 30 years into the future — which will make budgeting more predictable. While Pension Outlook can't predict the future, it can provide valuable planning information based on a variety of future scenarios that you select.

Pension Outlook can help you answer specific questions about your plans, including:

- When is my plan's funded status expected to increase?
- What happens to my required contributions in a down market?
- How does the discount rate assumption affect my contributions?
- What is the impact of making an additional discretionary payment to my plan?

To get started, visit our Pension Outlook page at www.calpers.ca.gov/page/employers/actuarial-resources/pension-outlook-overview and take the steps to register online.

CalPERS will be completing an Asset Liability Management (ALM) review process in November 2021 that will review the capital market assumptions and the strategic asset allocation and ascertain whether a change in the discount rate and other economic assumptions is warranted. In addition, the Actuarial Office will be completing its Experience Study to review the demographic experience within the pension system and make recommendations to modify future assumptions where appropriate.

Furthermore, this valuation does not reflect any impacts from the COVID-19 pandemic on your pension plan. The impact of COVID-19 on retirement plans is not yet known and CalPERS actuaries will continue to monitor the effects and where necessary make future adjustments to actuarial assumptions.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A of the Section 2 report, "Actuarial Methods and Assumptions."

Questions

We understand that you might have questions about these results, and your assigned CalPERS actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or (888-225-7377).

Sincerely,



SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA
Chief Actuary



**Actuarial Valuation
as of June 30, 2020**

**for the
Miscellaneous Second Tier Plan
of the
Pleasant Valley Recreation and Park District
(CalPERS ID: 3596803517)**

**Required Contributions
for Fiscal Year
July 1, 2022 - June 30, 2023**

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Section 2 - Risk Pool Actuarial Valuation Information

Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

**Plan Specific Information
for the
Miscellaneous Second Tier Plan
of the
Pleasant Valley Recreation and Park
District**

**(CalPERS ID: 3596803517)
(Rate Plan ID: 9644)**

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Actuarial Certification

Section 1 of this report is based on the member and financial data contained in our records as of June 30, 2020 which was provided by your agency and the benefit provisions under your contract with CalPERS. Section 2 of this report is based on the member and financial data as of June 30, 2020 provided by employers participating in the Miscellaneous Risk Pool to which the plan belongs and benefit provisions under the CalPERS contracts for those agencies.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the risk pool containing your Miscellaneous Second Tier Plan has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool as of the date of this valuation and as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the plan, it is my opinion as the plan actuary that the Unfunded Accrued Liability amortization bases as of June 30, 2020 and employer contribution as of July 1, 2022 have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



BILL KARCH, ASA, MAAA
Supervising Pension Actuary, CalPERS

Highlights and Executive Summary

- **Introduction**
- **Purpose of Section 1**
- **Required Employer Contributions**
- **Additional Discretionary Employer Contributions**
- **Plan's Funded Status**
- **Projected Employer Contributions**
- **Other Pooled Miscellaneous Risk Pool Rate Plans**
- **Cost**
- **Changes Since the Prior Year's Valuation**
- **Subsequent Events**

Introduction

This report presents the results of the June 30, 2020 actuarial valuation of the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the required employer contributions for fiscal year 2022-23.

Purpose of Section 1

This Section 1 report for the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2020;
- Determine the minimum required employer contribution for this plan for the fiscal year July 1, 2022 through June 30, 2023; and
- Provide actuarial information as of June 30, 2020 to the CalPERS Board of Administration and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website.

The measurements shown in this actuarial valuation may not be applicable for other purposes. The employer should contact their actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; and changes in plan provisions or applicable law.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 6.0% and 8.0%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2017.
- Pension Plan maturity measures quantifying the risks the employer bears.

Required Employer Contributions

Required Employer Contributions	Fiscal Year
	2022-23
Employer Normal Cost Rate	8.63%
<i>Plus</i>	
Required Payment on Amortization Bases¹	\$2,202
<i>Paid either as</i>	
1) Monthly Payment	\$183.50
<i>Or</i>	
2) Annual Prepayment Option*	\$2,129
<i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i>	
<i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i>	

	Fiscal Year 2021-22	Fiscal Year 2022-23
Development of Normal Cost as a Percentage of Payroll		
Base Total Normal Cost for Formula	15.57%	15.56%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Phase out of Normal Cost Difference ³	0.00%	0.00%
Plan's Total Normal Cost	15.57%	15.56%
Formula's Expected Employee Contribution Rate	6.92%	6.93%
Employer Normal Cost Rate	8.65%	8.63%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2021.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

³ The normal cost change is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for the 2022-23 fiscal year is \$2,202. CalPERS allows employers to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Employers can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during fiscal year 2022-23 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

If you are considering making an ADP, please contact your actuary for additional information.

Minimum Required Employer Contribution for Fiscal Year 2022-23

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
\$37,569	\$2,202	\$0	\$2,202	\$39,771

Alternative Fiscal Year 2022-23 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP ¹	Total UAL Contribution	Estimated Total Contribution
20 years	\$37,569	\$2,202	\$354	\$2,556	\$40,125
15 years	\$37,569	\$2,202	\$771	\$2,973	\$40,542
10 years	\$37,569	\$2,202	\$1,654	\$3,856	\$41,425
5 years	\$37,569	\$2,202	\$4,403	\$6,605	\$44,174

¹ The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2022 as determined in the June 30, 2020 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$1,062,401	\$1,277,995
2. Entry Age Accrued Liability (AL)	647,353	785,843
3. Plan's Market Value of Assets (MVA)	622,780	736,676
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	24,573	49,167
5. Funded Ratio [(3) / (2)]	96.2%	93.7%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 7.00% Return for Fiscal Year 2020-21)				
		2023-24	2024-25	2025-26	2026-27	2027-28
Rate Plan 9644 Results						
Normal Cost %	8.63%	8.6%	8.6%	8.6%	8.6%	8.6%
UAL Payment	\$2,202	\$2,600	\$3,100	\$3,500	\$2,400	\$2,400

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Our online pension plan modeling and projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook is a tool to help plan and budget pension costs into the future with results and charts that are easy to understand.

Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown below, correspond to rate plan 9644. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the payroll for each rate plan will grow according to the overall payroll growth assumption of 2.75% per year for three years.

	Fiscal Year 2021-22	Fiscal Year 2022-23
Estimated Combined Employer Contributions for all Pooled Miscellaneous Rate Plans		
Projected Payroll for the Contribution Year	\$2,444,585	\$2,529,692
Estimated Employer Normal Cost	\$235,351	\$236,437
Required Payment on Amortization Bases	\$465,986	\$530,926
Estimated Total Employer Contributions	\$701,337	\$767,363
Estimated Total Employer Contribution Rate (illustrative only)	28.69%	30.33%

Actuarial Determination of Pension Plan Cost

Contributions to fund the pension plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2016-17, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with fiscal year 2016-17, the Amortization of UAL component was expressed as a dollar amount and invoiced on a monthly basis. There continues to be an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 5.5% over the 20 years ending June 30, 2020, yet individual fiscal year returns have ranged from -23.6% to +20.7%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2017.

Changes Since the Prior Year's Valuation

Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

Actuarial Methods and Assumptions

There are no significant changes to the actuarial methods or assumptions for the 2020 actuarial valuation.

Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2020. Changes in the value of assets subsequent to that date are not reflected. Investment returns below the assumed rate of return will increase future required contributions while investment returns above the assumed rate of return will decrease future required contributions.

CalPERS will be completing an Asset Liability Management (ALM) process in November 2021 that will review the capital market assumptions and the strategic asset allocation and ascertain whether a change in the discount rate and other economic assumptions is warranted. As part of the ALM process the Actuarial Office will be completing an Experience Study to review the demographic experience of the retirement system and make recommendations to modify future assumptions where appropriate.

Furthermore, this valuation does not reflect any impacts from the COVID-19 pandemic on your pension plan. The impact of COVID-19 on retirement plans is not yet known and CalPERS actuaries will continue to monitor the effects and where necessary make future adjustments to actuarial assumptions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 7.0% going forward and that the realized rate of return on assets for fiscal year 2020-21 is 7.0%.

This actuarial valuation report reflects statutory changes, regulatory changes and CalPERS Board actions through January 2021. Any subsequent changes or actions are not reflected.

Assets and Liabilities

- **Breakdown of Entry Age Accrued Liability**
- **Allocation of Plan's Share of Pool's Experience/Assumption Change**
- **Development of Plan's Share of Pool's Market Value of Assets**
- **Schedule of Plan's Amortization Bases**
- **Amortization Schedule and Alternatives**
- **Employer Contribution History**
- **Funding History**

Breakdown of Entry Age Accrued Liability

Active Members	\$593,916
Transferred Members	82,867
Terminated Members	12,975
Members and Beneficiaries Receiving Payments	<u>96,085</u>
Total	\$785,843

Allocation of Plan's Share of Pool's Experience/Assumption Change

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The Pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1. Plan's Accrued Liability	\$785,843
2. Projected UAL balance at 6/30/2020	29,319
3. Pool's Accrued Liability ¹	19,314,480,060
4. Sum of Pool's Individual Plan UAL Balances at 6/30/2020 ¹	4,306,566,797
5. Pool's 2019/20 Investment (Gain)/Loss ¹	344,968,792
6. Pool's 2019/20 Non-Investment (Gain)/Loss ¹	60,428,629
7. Plan's Share of Pool's Investment (Gain)/Loss: $[(1) - (2)] + [(3) - (4)] \times (5)$	17,389
8. Plan's Share of Pool's Non-Investment (Gain)/Loss: $(1) \div (3) \times (6)$	2,459
9. Plan's New (Gain)/Loss as of 6/30/2020: $(7) + (8)$	19,848

¹ Does not include plans that transferred to Pool on the valuation date.

Development of the Plan's Share of Pool's Market Value of Assets

10. Plan's UAL: $(2) + (9)$	\$49,167
11. Plan's Share of Pool's MVA: $(1) - (10)$	\$736,676

Schedule of Plan's Amortization Bases

Note that there is a two-year lag between the valuation date and the start of the contribution fiscal year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2020.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: fiscal year 2022-23.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level 2022-23	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/20	Expected Payment 2020-21	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Minimum Required Payment 2022-23
Non-Investment (Gain)/Loss	6/30/18	60%	Up/Down	2.75%	1	2,357	2,438	0	0	0	0
Investment (Gain)/Loss	6/30/18	60%	Up/Down	2.75%	1	(5,896)	(6,099)	0	0	0	0
Assumption Change	6/30/18	60%	Up/Down	2.75%	1	21,942	22,697	0	0	0	0
Method Change	6/30/18	60%	Up/Down	2.75%	1	4,973	5,144	0	0	0	0
Non-Investment (Gain)/Loss	6/30/19	No Ramp	No Ramp	0.00%	1	2,673	2,765	0	0	0	0
Investment (Gain)/Loss	6/30/19	40%	Up Only	0.00%	1	3,270	3,383	0	0	0	0
Fresh Start	6/30/19	No Ramp	No Ramp	0.00%	4	0	(6,192)	6,405	1,510	5,291	1,510
Non-Investment (Gain)/Loss	6/30/20	No Ramp	No Ramp	0.00%	20	2,459	0	2,631	0	2,815	257
Investment (Gain)/Loss	6/30/20	20%	Up Only	0.00%	20	17,389	0	18,606	0	19,908	435
Total						49,167	24,136	27,642	1,510	28,014	2,202

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in "Allocation of Plan's Share of Pool's Experience/Assumption Change" earlier in this section. These (gain)/loss bases will be amortized in accordance with the CalPERS amortization policy in effect at the time the base was established.

Amortization Schedule and Alternatives

The amortization schedule on the previous page shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please consult with your plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over a reasonable period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2022	28,014	2,202	28,014	2,973	28,014	3,856
6/30/2023	27,697	2,638	26,900	2,974	25,986	3,856
6/30/2024	26,907	3,073	25,707	2,974	23,816	3,856
6/30/2025	25,612	3,508	24,430	2,973	21,494	3,856
6/30/2026	23,776	2,433	23,065	2,974	19,010	3,856
6/30/2027	22,924	2,433	21,603	2,973	16,352	3,855
6/30/2028	22,011	2,433	20,040	2,974	13,509	3,856
6/30/2029	21,035	2,433	18,366	2,973	10,466	3,855
6/30/2030	19,990	2,433	16,576	2,973	7,211	3,856
6/30/2031	18,873	2,434	14,661	2,974	3,727	3,855
6/30/2032	17,676	2,433	12,611	2,973		
6/30/2033	16,397	2,433	10,418	2,973		
6/30/2034	15,028	2,433	8,072	2,974		
6/30/2035	13,563	2,433	5,561	2,973		
6/30/2036	11,995	2,432	2,875	2,974		
6/30/2037	10,319	2,433				
6/30/2038	8,524	2,433				
6/30/2039	6,604	2,432				
6/30/2040	4,551	2,434				
6/30/2041	2,352	2,433				
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
Total		50,349		44,602		38,557
Interest Paid		22,335		16,588		10,543
Estimated Savings				5,747		11,792

Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2019 or after June 30, 2020 are not included.

Fiscal Year	Employer Normal Cost	Unfunded Liability Payment (\$)	Additional Discretionary Payments
2016 - 17	7.159%	\$800	N/A
2017 - 18	7.200%	961	N/A
2018 - 19	7.634%	1,527	N/A
2019 - 20	8.081%	1,855	0
2020 - 21	8.794%	453	
2021 - 22	8.65%	1,271	
2022 - 23	8.63%	2,202	

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio, and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2011	\$3,491	\$2,920	\$571	83.6%	\$55,147
06/30/2012	23,820	19,012	4,808	79.8%	178,230
06/30/2013	60,341	50,877	9,464	84.3%	234,610
06/30/2014	99,509	95,272	4,237	95.7%	247,665
06/30/2015	175,656	164,799	10,857	93.8%	445,871
06/30/2016	270,266	238,474	31,792	88.2%	409,081
06/30/2017	391,088	362,400	28,688	92.7%	425,544
06/30/2018	541,428	503,147	38,281	92.9%	378,429
06/30/2019	647,353	622,780	24,573	96.2%	347,885
06/30/2020	785,843	736,676	49,167	93.7%	401,299

Risk Analysis

- **Future Investment Return Scenarios**
- **Discount Rate Sensitivity**
- **Mortality Rate Sensitivity**
- **Maturity Measures**
- **Maturity Measures History**
- **Hypothetical Termination Liability**

Future Investment Return Scenarios

Analysis was performed to determine the effects of various future investment returns on required employer contributions. The projections below provide a range of results based on five investment return scenarios assumed to occur during the next four fiscal years (2020-21, 2021-22, 2022-23 and 2023-24). The projections also assume that all other actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur.

For fiscal years 2020-21, 2021-22, 2022-23, and 2023-24, each scenario assumes an alternate fixed annual return. The fixed return assumptions for the five scenarios are 1.0%, 4.0%, 7.0%, 9.0% and 12.0%.

These alternate investment returns were chosen based on stochastic analysis of possible future investment returns over the four-year period ending June 30, 2024. Using the expected returns and volatility of the asset classes in which the funds are invested, we produced five thousand stochastic outcomes for this period based on the most recently completed Asset Liability Management process. We then selected annual returns that approximate the 5th, 25th, 50th, 75th, and 95th percentiles for these outcomes. For example, of all the 4-year outcomes generated in the stochastic analysis, approximately 25% had an average annual return of 4.0% or less.

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 1.0% or greater than 12.0% over this four-year period, the likelihood of a single investment return less than 1.0% or greater than 12.0% in any given year is much greater.

Assumed Annual Return From 2020-21 through 2023-24	Projected Employer Contributions			
	2023-24	2024-25	2025-26	2026-27
1.0%				
Normal Cost	8.6%	8.6%	8.6%	8.6%
UAL Contribution	\$3,700	\$6,400	\$10,000	\$14,000
4.0%				
Normal Cost	8.6%	8.6%	8.6%	8.6%
UAL Contribution	\$3,200	\$4,800	\$6,900	\$8,200
7.0%				
Normal Cost	8.6%	8.6%	8.6%	8.6%
UAL Contribution	\$2,600	\$3,100	\$3,500	\$2,400
9.0%				
Normal Cost	8.8%	9.0%	9.2%	9.4%
UAL Contribution	\$2,400	\$2,400	\$0	\$0
12.0%				
Normal Cost	8.8%	9.0%	9.2%	9.4%
UAL Contribution	\$0	\$0	\$0	\$0

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.50% and 2.50%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2020 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 7.0% as well as alternate discount rates of 6.0% and 8.0%. The rates of 6.0% and 8.0% were selected since they illustrate the impact of a 1.0% increase or decrease to the 7.0% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2020	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	6.0%	7.0%	8.0%
Inflation	2.5%	2.5%	2.5%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	19.21%	15.56%	12.74%
b) Accrued Liability	\$912,577	\$785,843	\$682,853
c) Market Value of Assets	\$736,676	\$736,676	\$736,676
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$175,901	\$49,167	(\$53,823)
e) Funded Status	80.7%	93.7%	107.9%

Sensitivity to the Price Inflation Assumption

As of June 30, 2020	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
Discount Rate	6.0%	7.0%	8.0%
Inflation	1.5%	2.5%	3.5%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	16.65%	15.56%	14.26%
b) Accrued Liability	\$834,221	\$785,843	\$725,008
c) Market Value of Assets	\$736,676	\$736,676	\$736,676
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$97,545	\$49,167	(\$11,668)
e) Funded Status	88.3%	93.7%	101.6%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2020 plan costs and funded status under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2017. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of June 30, 2020	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	15.84%	15.56%	15.30%
b) Accrued Liability	\$800,778	\$785,843	\$772,032
c) Market Value of Assets	\$736,676	\$736,676	\$736,676
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$64,102	\$49,167	\$35,356
e) Funded Status	92.0%	93.7%	95.4%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2019	June 30, 2020
1. Retired Accrued Liability	96,016	96,085
2. Total Accrued Liability	647,353	785,843
3. Ratio of Retiree AL to Total AL [(1) / (2)]	0.15	0.12

Another measure of maturity level of CalPERS and its plans is to look at the ratio of actives to retirees, also called the Support Ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures, and members retire, the ratio starts declining. A mature plan will often have a ratio near or below one. The average support ratio for CalPERS public agency plans is 1.25.

Support Ratio	June 30, 2019	June 30, 2020
1. Number of Actives	4	5
2. Number of Retirees	2	2
3. Support Ratio [(1) / (2)]	2.00	2.50

Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

Asset Volatility Ratio (AVR)

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

Liability Volatility Ratio (LVR)

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The AVR, described above, will tend to move closer to the LVR as a plan matures.

Contribution Volatility	June 30, 2019	June 30, 2020
1. Market Value of Assets	\$622,780	\$736,676
2. Payroll	347,885	401,299
3. Asset Volatility Ratio (AVR) [(1) / (2)]	1.8	1.8
4. Accrued Liability	\$647,353	\$785,843
5. Liability Volatility Ratio (LVR) [(4) / (2)]	1.9	2.0

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0.00	N/A	0.9	0.9
06/30/2018	0.00	N/A	1.3	1.4
06/30/2019	0.15	2.00	1.8	1.9
06/30/2020	0.12	2.50	1.8	2.0

Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2020. The plan liability on a termination basis is calculated differently compared to the plan's ongoing funding liability. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the CalPERS Board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19-month period from 12 months before the valuation date to 7 months after.

Market Value of Assets (MVA)	Hypothetical Termination Liability ^{1,2} at 0.75%	Funded Status	Unfunded Termination Liability at 0.75%	Hypothetical Termination Liability ^{1,2} at 2.50%	Funded Status	Unfunded Termination Liability at 2.50%
\$736,676	\$1,954,647	37.7%	\$1,217,971	\$1,410,650	52.2%	\$673,974

¹ The hypothetical liabilities calculated above include a 5% mortality contingency load in accordance with Board policy. Other actuarial assumptions can be found in Appendix A of the Section 2 report.

² The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 1.18% on June 30, 2020, and was 1.68% on January 31, 2021.

In order to terminate the plan, you must first contact our Retirement Services Contract Unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to give you a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. CalPERS advises you to consult with the plan actuary before beginning this process.

Participant Data

The table below shows a summary of your plan's member data upon which this valuation is based:

	June 30, 2019	June 30, 2020
Active Members		
Counts	4	5
Average Attained Age	N/A	49.4
Average Entry Age to Rate Plan	N/A	43.5
Average Years of Credited Service	N/A	6.0
Average Annual Covered Pay	\$86,971	\$80,260
Annual Covered Payroll	\$347,885	\$401,299
Projected Annual Payroll for Contribution Year	\$377,382	\$435,325
Present Value of Future Payroll	\$2,264,161	\$2,702,663
Transferred Members	2	2
Separated Members	5	5
Retired Members and Beneficiaries		
Counts*	2	2
Average Annual Benefits*	N/A	\$3,377

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

* Values include community property settlements.

List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which your agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Member Category	Benefit Group	
	Misc	
Demographics		
Actives	Yes	
Transfers/Separated	Yes	
Receiving	Yes	
Benefit Provision		
Benefit Formula	2% @ 60	
Social Security Coverage	Yes	
Full/Modified	Modified	
Employee Contribution Rate	7.00%	
Final Average Compensation Period	Three Year	
Sick Leave Credit	Yes	
Non-Industrial Disability	Standard	
Industrial Disability	No	
Pre-Retirement Death Benefits		
Optional Settlement 2	Yes	
1959 Survivor Benefit Level	No	
Special	No	
Alternate (firefighters)	No	
Post-Retirement Death Benefits		
Lump Sum	\$500	
Survivor Allowance (PRSA)	No	
COLA	2%	

Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Risk Pool Actuarial Valuation Information

**Section 2 may be found on the CalPERS website
(calpers.ca.gov) in the Forms and
Publications section**



California Public Employees' Retirement System
Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2021

**PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District
(CalPERS ID: 3596803517)
Annual Valuation Report as of June 30, 2020**

Dear Employer,

Attached to this letter, you will find the June 30, 2020 actuarial valuation report of your CalPERS pension plan. **Provided in this report is the determination of the minimum required employer contributions for fiscal year 2022-23.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2020.

Section 2 can be found on the CalPERS website (calpers.ca.gov). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2020.

Your June 30, 2020 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. Your assigned CalPERS staff actuary, whose signature appears in the Actuarial Certification section on page 1, is available to discuss the report with you.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution rates as needed. This valuation is based on an investment return assumption of 7.0% which was adopted by the board in December 2016. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017.

Required Contribution

The exhibit below displays the minimum employer contributions and the Employee PEPRA Rate for fiscal year 2022-23 along with estimates of the required contributions for fiscal year 2023-24. Member contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The employer contributions in this report do not reflect any cost sharing arrangements you may have with your employees.**

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability	PEPRA Employee Rate
2022-23	7.47%	\$2,856	6.75%
<i>Projected Results</i>			
2023-24	7.5%	\$2,900	TBD

The actual investment return for fiscal year 2020-21 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 7.00%. ***To the extent the actual investment return for fiscal year 2020-21 differs from 7.00%, the actual contribution requirements for fiscal year 2023-24 will differ from those shown above.*** For additional details regarding the assumptions and methods used for these projections please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through fiscal year 2027-28.

Changes from Previous Year's Valuation

There are no significant changes in actuarial assumptions or policies in your 2020 actuarial valuation. Your annual valuation report is an important tool for monitoring the health of your CalPERS pension plan. Your report contains useful information about future required contributions and ways to control your plan's funding progress. In addition to your annual actuarial report my office has developed tools for employers to plan, project and protect the retirement benefits of your employees. Pension Outlook is a tool to help plan and budget pension costs into the future with easy to understand results and charts.

You will be able to view the projected funded status and required employer contributions for pension plans in different potential scenarios for up to 30 years into the future — which will make budgeting more predictable. While Pension Outlook can't predict the future, it can provide valuable planning information based on a variety of future scenarios that you select.

Pension Outlook can help you answer specific questions about your plans, including:

- When is my plan's funded status expected to increase?
- What happens to my required contributions in a down market?
- How does the discount rate assumption affect my contributions?
- What is the impact of making an additional discretionary payment to my plan?

To get started, visit our Pension Outlook page at www.calpers.ca.gov/page/employers/actuarial-resources/pension-outlook-overview and take the steps to register online.

CalPERS will be completing an Asset Liability Management (ALM) review process in November 2021 that will review the capital market assumptions and the strategic asset allocation and ascertain whether a change in the discount rate and other economic assumptions is warranted. In addition, the Actuarial Office will be completing its Experience Study to review the demographic experience within the pension system and make recommendations to modify future assumptions where appropriate.

Furthermore, this valuation does not reflect any impacts from the COVID-19 pandemic on your pension plan. The impact of COVID-19 on retirement plans is not yet known and CalPERS actuaries will continue to monitor the effects and where necessary make future adjustments to actuarial assumptions.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A of the Section 2 report, "Actuarial Methods and Assumptions."

Questions

We understand that you might have questions about these results, and your assigned CalPERS actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or (888-225-7377).

Sincerely,



SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA
Chief Actuary



**Actuarial Valuation
as of June 30, 2020**

**for the
PEPRA Miscellaneous Plan
of the
Pleasant Valley Recreation and Park District
(CalPERS ID: 3596803517)**

**Required Contributions
for Fiscal Year
July 1, 2022 - June 30, 2023**

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Section 2 - Risk Pool Actuarial Valuation Information

Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

**Plan Specific Information
for the
PEPRA Miscellaneous Plan
of the
Pleasant Valley Recreation and Park
District**

**(CalPERS ID: 3596803517)
(Rate Plan ID: 27385)**

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Rate Plan belonging to the Miscellaneous Risk Pool

Actuarial Certification

Section 1 of this report is based on the member and financial data contained in our records as of June 30, 2020 which was provided by your agency and the benefit provisions under your contract with CalPERS. Section 2 of this report is based on the member and financial data as of June 30, 2020 provided by employers participating in the Miscellaneous Risk Pool to which the plan belongs and benefit provisions under the CalPERS contracts for those agencies.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the risk pool containing your PEPRA Miscellaneous Plan has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool as of the date of this valuation and as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the plan, it is my opinion as the plan actuary that the Unfunded Accrued Liability amortization bases as of June 30, 2020 and employer contribution as of July 1, 2022 have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



BILL KARCH, ASA, MAAA
Supervising Pension Actuary, CalPERS

Highlights and Executive Summary

- **Introduction**
- **Purpose of Section 1**
- **Required Employer Contributions**
- **Additional Discretionary Employer Contributions**
- **Plan's Funded Status**
- **Projected Employer Contributions**
- **Other Pooled Miscellaneous Risk Pool Rate Plans**
- **Cost**
- **Changes Since the Prior Year's Valuation**
- **Subsequent Events**

Introduction

This report presents the results of the June 30, 2020 actuarial valuation of the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the required employer contributions for fiscal year 2022-23.

Purpose of Section 1

This Section 1 report for the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2020;
- Determine the minimum required employer contribution for this plan for the fiscal year July 1, 2022 through June 30, 2023; and
- Provide actuarial information as of June 30, 2020 to the CalPERS Board of Administration and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website.

The measurements shown in this actuarial valuation may not be applicable for other purposes. The employer should contact their actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; and changes in plan provisions or applicable law.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 6.0% and 8.0%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2017.
- Pension Plan maturity measures quantifying the risks the employer bears.

Required Employer Contributions

Required Employer Contributions	Fiscal Year
Employer Normal Cost Rate	2022-23
	7.47%
<i>Plus</i>	
Required Payment on Amortization Bases¹	\$2,856
<i>Paid either as</i>	
1) Monthly Payment	\$238.00
<i>Or</i>	
2) Annual Prepayment Option*	\$2,761
<i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i>	
<i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i>	

	Fiscal Year	Fiscal Year
	2021-22	2022-23
Development of Normal Cost as a Percentage of Payroll		
Base Total Normal Cost for Formula	14.34%	14.22%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Phase out of Normal Cost Difference ³	0.00%	0.00%
Plan's Total Normal Cost	14.34%	14.22%
Plan's Employee Contribution Rate ⁴	6.75%	6.75%
Employer Normal Cost Rate	7.59%	7.47%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2021.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

³ The normal cost change is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

⁴ For detail regarding the determination of the required PEPRA employee contribution rate see Section on PEPRA Member Contribution Rates.

Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for the 2022-23 fiscal year is \$2,856. CalPERS allows employers to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Employers can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during fiscal year 2022-23 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

If you are considering making an ADP, please contact your actuary for additional information.

Minimum Required Employer Contribution for Fiscal Year 2022-23

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
\$79,540	\$2,856	\$0	\$2,856	\$82,396

Alternative Fiscal Year 2022-23 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP ¹	Total UAL Contribution	Estimated Total Contribution
5 years	N/A	N/A	N/A	N/A	N/A

¹ The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2022 as determined in the June 30, 2020 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$1,583,560	\$1,977,153
2. Entry Age Accrued Liability (AL)	353,590	528,822
3. Plan's Market Value of Assets (MVA)	332,414	494,383
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	21,176	34,439
5. Funded Ratio [(3) / (2)]	94.0%	93.5%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 7.00% Return for Fiscal Year 2020-21)				
		2022-23	2023-24	2024-25	2025-26	2026-27
Rate Plan 27385 Results						
Normal Cost %	7.47%	7.5%	7.5%	7.5%	7.5%	7.5%
UAL Payment	\$2,856	\$2,900	\$2,900	\$2,900	\$2,900	\$0

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Our online pension plan modeling and projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook is a tool to help plan and budget pension costs into the future with results and charts that are easy to understand.

Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown below, correspond to rate plan 27385. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the payroll for each rate plan will grow according to the overall payroll growth assumption of 2.75% per year for three years.

	Fiscal Year	Fiscal Year
	2021-22	2022-23
Estimated Combined Employer Contributions for all Pooled Miscellaneous Rate Plans		
Projected Payroll for the Contribution Year	\$2,444,585	\$2,529,692
Estimated Employer Normal Cost	\$235,351	\$236,437
Required Payment on Amortization Bases	\$465,986	\$530,926
Estimated Total Employer Contributions	\$701,337	\$767,363
Estimated Total Employer Contribution Rate (illustrative only)	28.69%	30.33%

Actuarial Determination of Pension Plan Cost

Contributions to fund the pension plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2016-17, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with fiscal year 2016-17, the Amortization of UAL component was expressed as a dollar amount and invoiced on a monthly basis. There continues to be an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, Inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 5.5% over the 20 years ending June 30, 2020, yet individual fiscal year returns have ranged from -23.6% to +20.7%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2017.

Changes Since the Prior Year's Valuation

Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

Actuarial Methods and Assumptions

There are no significant changes to the actuarial methods or assumptions for the 2020 actuarial valuation.

Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2020. Changes in the value of assets subsequent to that date are not reflected. Investment returns below the assumed rate of return will increase future required contributions while investment returns above the assumed rate of return will decrease future required contributions.

CalPERS will be completing an Asset Liability Management (ALM) process in November 2021 that will review the capital market assumptions and the strategic asset allocation and ascertain whether a change in the discount rate and other economic assumptions is warranted. As part of the ALM process the Actuarial Office will be completing an Experience Study to review the demographic experience of the retirement system and make recommendations to modify future assumptions where appropriate.

Furthermore, this valuation does not reflect any impacts from the COVID-19 pandemic on your pension plan. The impact of COVID-19 on retirement plans is not yet known and CalPERS actuaries will continue to monitor the effects and where necessary make future adjustments to actuarial assumptions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 7.0% going forward and that the realized rate of return on assets for fiscal year 2020-21 is 7.0%.

This actuarial valuation report reflects statutory changes, regulatory changes and CalPERS Board actions through January 2021. Any subsequent changes or actions are not reflected.

Assets and Liabilities

- **Breakdown of Entry Age Accrued Liability**
- **Allocation of Plan's Share of Pool's Experience/Assumption Change**
- **Development of Plan's Share of Pool's Market Value of Assets**
- **Schedule of Plan's Amortization Bases**
- **Amortization Schedule and Alternatives**
- **Employer Contribution History**
- **Funding History**

Breakdown of Entry Age Accrued Liability

Active Members	\$486,240
Transferred Members	33,568
Terminated Members	9,014
Members and Beneficiaries Receiving Payments	0
Total	\$528,822

Allocation of Plan's Share of Pool's Experience/Assumption Change

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The Pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1. Plan's Accrued Liability	\$528,822
2. Projected UAL balance at 6/30/2020	21,114
3. Pool's Accrued Liability ¹	19,314,480,060
4. Sum of Pool's Individual Plan UAL Balances at 6/30/2020 ¹	4,306,566,797
5. Pool's 2019/20 Investment (Gain)/Loss ¹	344,968,792
6. Pool's 2019/20 Non-Investment (Gain)/Loss ¹	60,428,629
7. Plan's Share of Pool's Investment (Gain)/Loss: $[(1) - (2)] + [(3) - (4)] \times (5)$	11,670
8. Plan's Share of Pool's Non-Investment (Gain)/Loss: $(1) + (3) \times (6)$	1,655
9. Plan's New (Gain)/Loss as of 6/30/2020: $(7) + (8)$	13,325

¹ Does not include plans that transferred to Pool on the valuation date.

Development of the Plan's Share of Pool's Market Value of Assets

10. Plan's UAL: $(2) + (9)$	\$34,439
11. Plan's Share of Pool's MVA: $(1) - (10)$	\$494,383

Schedule of Plan's Amortization Bases

Note that there is a two-year lag between the valuation date and the start of the contribution fiscal year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2020.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: fiscal year 2022-23.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level 2022-23	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/20	Expected Payment 2020-21	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Minimum Required Payment 2022-23
Fresh Start	6/30/20	No Ramp		0.00%	5	34,439	24,681	11,320	0	12,112	2,856
Total						34,439	24,681	11,320	0	12,112	2,856

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in "Allocation of Plan's Share of Pool's Experience/Assumption Change" earlier in this section. These (gain)/loss bases will be amortized in accordance with the CalPERS amortization policy in effect at the time the base was established.

Amortization Schedule and Alternatives

The amortization schedule on the previous page shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please consult with your plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over a reasonable period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	0 Year Amortization		0 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2022	12,112	2,856	N/A	N/A	N/A	N/A
6/30/2023	10,006	2,856				
6/30/2024	7,752	2,856				
6/30/2025	5,340	2,855				
6/30/2026	2,761	2,856				
6/30/2027						
6/30/2028						
6/30/2029						
6/30/2030						
6/30/2031						
6/30/2032						
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6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
Total		14,279		N/A		N/A
Interest Paid		2,167		N/A		N/A
Estimated Savings				N/A		N/A

Rate Plan belonging to the Miscellaneous Risk Pool

Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2019 or after June 30, 2020 are not included.

Fiscal Year	Employer Normal Cost	Unfunded Liability Payment (\$)	Additional Discretionary Payments
2016 - 17	6.555%	\$186	N/A
2017 - 18	6.533%	316	N/A
2018 - 19	6.842%	446	N/A
2019 - 20	6.985%	667	5,619
2020 - 21	7.732%	1,147	
2021 - 22	7.59%	886	
2022 - 23	7.47%	2,856	

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio, and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2014	\$1,227	\$1,282	(\$55)	104.5%	\$82,595
06/30/2015	13,091	12,113	978	92.5%	161,981
06/30/2016	42,798	38,235	4,563	89.3%	375,155
06/30/2017	111,178	106,712	4,466	96.0%	478,320
06/30/2018	225,831	211,080	14,751	93.5%	658,378
06/30/2019	353,590	332,414	21,176	94.0%	849,976
06/30/2020	528,822	494,383	34,439	93.5%	981,564

Risk Analysis

- **Future Investment Return Scenarios**
- **Discount Rate Sensitivity**
- **Mortality Rate Sensitivity**
- **Maturity Measures**
- **Maturity Measures History**
- **Hypothetical Termination Liability**

Future Investment Return Scenarios

Analysis was performed to determine the effects of various future investment returns on required employer contributions. The projections below provide a range of results based on five investment return scenarios assumed to occur during the next four fiscal years (2020-21, 2021-22, 2022-23 and 2023-24). The projections also assume that all other actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur.

For fiscal years 2020-21, 2021-22, 2022-23, and 2023-24, each scenario assumes an alternate fixed annual return. The fixed return assumptions for the five scenarios are 1.0%, 4.0%, 7.0%, 9.0% and 12.0%.

These alternate investment returns were chosen based on stochastic analysis of possible future investment returns over the four-year period ending June 30, 2024. Using the expected returns and volatility of the asset classes in which the funds are invested, we produced five thousand stochastic outcomes for this period based on the most recently completed Asset Liability Management process. We then selected annual returns that approximate the 5th, 25th, 50th, 75th, and 95th percentiles for these outcomes. For example, of all the 4-year outcomes generated in the stochastic analysis, approximately 25% had an average annual return of 4.0% or less.

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 1.0% or greater than 12.0% over this four-year period, the likelihood of a single investment return less than 1.0% or greater than 12.0% in any given year is much greater.

Assumed Annual Return From 2020-21 through 2023-24	Projected Employer Contributions			
	2023-24	2024-25	2025-26	2026-27
1.0%				
Normal Cost	7.5%	7.5%	7.5%	7.5%
UAL Contribution	\$3,600	\$5,100	\$7,300	\$10,000
4.0%				
Normal Cost	7.5%	7.5%	7.5%	7.5%
UAL Contribution	\$3,200	\$4,000	\$5,100	\$6,700
7.0%				
Normal Cost	7.5%	7.5%	7.5%	7.5%
UAL Contribution	\$2,900	\$2,900	\$2,900	\$2,900
9.0%				
Normal Cost	7.6%	7.8%	8.0%	7.4%
UAL Contribution	\$2,700	\$0	\$0	\$0
12.0%				
Normal Cost	7.6%	7.8%	8.0%	7.4%
UAL Contribution	\$0	\$0	\$0	\$0

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.50% and 2.50%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2020 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 7.0% as well as alternate discount rates of 6.0% and 8.0%. The rates of 6.0% and 8.0% were selected since they illustrate the impact of a 1.0% increase or decrease to the 7.0% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2020	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	6.0%	7.0%	8.0%
Inflation	2.5%	2.5%	2.5%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	17.65%	14.22%	11.59%
b) Accrued Liability	\$672,106	\$528,822	\$420,114
c) Market Value of Assets	\$494,383	\$494,383	\$494,383
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$177,723	\$34,439	(\$74,269)
e) Funded Status	73.6%	93.5%	117.7%

Sensitivity to the Price Inflation Assumption

As of June 30, 2020	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
Discount Rate	6.0%	7.0%	8.0%
Inflation	1.5%	2.5%	3.5%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	15.20%	14.22%	13.05%
b) Accrued Liability	\$567,850	\$528,822	\$482,838
c) Market Value of Assets	\$494,383	\$494,383	\$494,383
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$73,467	\$34,439	(\$11,545)
e) Funded Status	87.1%	93.5%	102.4%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2020 plan costs and funded status under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2017. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of June 30, 2020	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	14.49%	14.22%	13.97%
b) Accrued Liability	\$539,324	\$528,822	\$519,105
c) Market Value of Assets	\$494,383	\$494,383	\$494,383
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$44,941	\$34,439	\$24,722
e) Funded Status	91.7%	93.5%	95.2%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2019	June 30, 2020
1. Retired Accrued Liability	0	0
2. Total Accrued Liability	353,590	528,822
3. Ratio of Retiree AL to Total AL [(1) / (2)]	0.00	0.00

Another measure of maturity level of CalPERS and its plans is to look at the ratio of actives to retirees, also called the Support Ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures, and members retire, the ratio starts declining. A mature plan will often have a ratio near or below one. The average support ratio for CalPERS public agency plans is 1.25.

Support Ratio	June 30, 2019	June 30, 2020
1. Number of Actives	17	19
2. Number of Retirees	0	0
3. Support Ratio [(1) / (2)]	N/A	N/A

Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

Asset Volatility Ratio (AVR)

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

Liability Volatility Ratio (LVR)

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The AVR, described above, will tend to move closer to the LVR as a plan matures.

Contribution Volatility	June 30, 2019	June 30, 2020
1. Market Value of Assets	\$332,414	\$494,383
2. Payroll	849,976	981,564
3. Asset Volatility Ratio (AVR) $\{(1) / (2)\}$	0.4	0.5
4. Accrued Liability	\$353,590	\$528,822
5. Liability Volatility Ratio (LVR) $\{(4) / (2)\}$	0.4	0.5

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0.00	N/A	0.2	0.2
06/30/2018	0.00	N/A	0.3	0.3
06/30/2019	0.00	N/A	0.4	0.4
06/30/2020	0.00	N/A	0.5	0.5

Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2020. The plan liability on a termination basis is calculated differently compared to the plan's ongoing funding liability. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the CalPERS Board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19-month period from 12 months before the valuation date to 7 months after.

Market Value of Assets (MVA)	Hypothetical Termination Liability ^{1,2} at 0.75%	Funded Status	Unfunded Termination Liability at 0.75%	Hypothetical Termination Liability ^{1,2} at 2.50%	Funded Status	Unfunded Termination Liability at 2.50%
\$494,383	\$1,599,086	30.9%	\$1,104,703	\$925,637	53.4%	\$431,254

¹ The hypothetical liabilities calculated above include a 5% mortality contingency load in accordance with Board policy. Other actuarial assumptions can be found in Appendix A of the Section 2 report.

² The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 1.18% on June 30, 2020, and was 1.68% on January 31, 2021.

In order to terminate the plan, you must first contact our Retirement Services Contract Unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to give you a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. CalPERS advises you to consult with the plan actuary before beginning this process.

Participant Data

The table below shows a summary of your plan's member data upon which this valuation is based:

	June 30, 2019	June 30, 2020
Active Members		
Counts	17	19
Average Attained Age	N/A	38.1
Average Entry Age to Rate Plan	N/A	35.1
Average Years of Credited Service	N/A	3.0
Average Annual Covered Pay	\$49,999	\$51,661
Annual Covered Payroll	\$849,976	\$981,564
Projected Annual Payroll for Contribution Year	\$922,045	\$1,064,790
Present Value of Future Payroll	\$9,481,602	\$11,038,131
Transferred Members	4	4
Separated Members	2	4
Retired Members and Beneficiaries		
Counts*	0	0
Average Annual Benefits*	N/A	\$0

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

* Values include community property settlements.

List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which your agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Member Category	Benefit Group	
	Misc	
Demographics		
Actives	Yes	
Transfers/Separated	Yes	
Receiving	No	
Benefit Provision		
Benefit Formula	2% @ 62	
Social Security Coverage	Yes	
Full/Modified	Full	
Employee Contribution Rate	6.75%	
Final Average Compensation Period	Three Year	
Sick Leave Credit	Yes	
Non-Industrial Disability	Standard	
Industrial Disability	No	
Pre-Retirement Death Benefits		
Optional Settlement 2	Yes	
1959 Survivor Benefit Level	No	
Special	No	
Alternate (firefighters)	No	
Post-Retirement Death Benefits		
Lump Sum	\$500	
Survivor Allowance (PRSA)	No	
COLA	2%	

PEPRA Member Contribution Rates

The California Public Employees' Pension Reform Act of 2013 (PEPRA) established new benefit formulas, final compensation period, and contribution requirements for "new" employees (generally those first hired into a CalPERS-covered position on or after January 1, 2013). In accordance with Government Code Section 7522.30(b), "new members ... shall have an initial contribution rate of at least 50% of the normal cost rate." The normal cost rate is dependent on the plan of retirement benefits, actuarial assumptions and demographics of the risk pool, particularly members' entry age. Should the total normal cost rate change by more than 1% from the base total normal cost rate, the new member rate shall be 50% of the new normal cost rate rounded to the nearest quarter percent.

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2022, based on 50% of the total normal cost rate as of the June 30, 2020 valuation.

Rate Plan Identifier	Benefit Group Name	Basis for Current Rate		Rates Effective July 1, 2022			
		Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
27385	Miscellaneous PEPRA Level	13.735%	6.75%	14.22%	0.485%	No	6.75%

Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Risk Pool Actuarial Valuation Information

**Section 2 may be found on the CalPERS website
(calpers.ca.gov) in the Forms and
Publications section**

**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: November 4, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR MISSION OAKS PARKING LOT TYPE 2 SLURRY,
ROOT REMOVAL AND PATCHING TO SUPERIOR
PAVING COMPANY INC DBA UNITED PAVING CO.**

SUMMARY

The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. The lot at Mission Oaks Park was last seal coated in 2015. The existing front parking lot at the park is beginning to see major cracks and parts are in poor condition and in need of repair. As part of the budgeting process the Board approved \$100,000 in the FY 21/22 Capital Improvement budget to address the parking lot issues. The District sent this project out to bid and is now returning to the Board for approval of the bid award to Superior Paving Company. By performing a type II slurry, the District will be able to start to implement a preventative maintenance standard to maximize the life expectancy of the refurbished parking lot.

BACKGROUND

This Capital Improvement Project was identified and funded in the FY 2021/2022 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the District. Mission Oaks Park was re-designed and updated in 1997 and it received a "Seal Coat" application in 2015 which was recommended. Unfortunately, due to the amount of traffic in which that park receives and tree roots, staff is now recommending a different type of application called a Type 2 slurry.

The Board approved the notice of inviting bids for the parking lot repairs at the September 1, 2021 meeting. Upon approval the Request for Proposals opened on September 3, 2021 and closed on October 8, 2021 at 10:00 a.m. There was a mandatory job walk on September 21, 2021 and nine contractors attended with four companies submitting bids. Superior Paving Company Inc. was the lowest responsible bidder at \$61,378. The expected project start date would be November 29, 2021, with an approximate completion date of December 31, 2021.

ANALYSIS

The life expectancy of a well-designed, well-built, and well-maintained asphalt parking lot ranges between 15 to 30 years. However, without proper maintenance, a parking lot will deteriorate significantly in as little as 5 to 7 years. A Type 2 slurry is best for heavier traveled roadways, streets, and parking lots. Since slurry uses larger aggregates, it provides a tougher surface that can withstand heavier and more constant traffic loads. A sealcoat is best used in low traffic areas. Sealcoats contain smaller or in some cases no aggregates in its mix. The longevity of a Type 2 slurry seal and sealcoat depends on traffic loading and weather. Standards in the industry

recommend reapplying Type 2 slurry every 6-9 years, whereas a sealcoat should be reapplied every 3-6 years. Asphalt parking lots require several treatments to maintain the integrity of the surfacing. Treatments range from a fog seal, or slurry seal application to simply replacing the degraded oil binders in the asphalt, to a complete regrinding or rebuild of the asphalt, or asphalt overlay. This parking lot will need to be completely rebuilt. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices in future years.

Project Bids:

Vendor	Bid Amount
Superior Paving Company	\$61,378
All American	\$89,275
General Pavement Management	\$99,495
BSN Construction	\$107,600

Project Scope:

The following are key steps served as a guide for expectations of the project:

- Remove approximately 3,000 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 3 inches of Hot Mix asphalt
- Clean tack oil and skin patch approximately 1,500 square feet of bad asphalt with hot mix asphalt
- Clean approximately 105,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt
- Re-stripe using existing striping plan
- Clean up for final

FISCAL IMPACT

Funding for this project will come from the FY 2021-2022 capital budget. The total expense breakdown is Superior Paving Company Inc. cost of \$61,378 plus a 10% contingency of \$6,138 to bring the total to \$67,516. The District allocated \$100,000 from the capital budget for this project.

RECOMMENDATION

It is recommended the Board of Directors authorize and approve the General Manager to enter into agreement with Superior Paving Company Inc. in the amount of \$61,378, plus a 10% contingency bringing the total to \$67,516 for the Mission Oaks Type 2 slurry, root removal and patching project.

ATTACHMENT

- 1) Bid Abstract (1 page)
- 2) Agreement (77 pages)

**Pleasant Valley Recreation
and Park District**

Mission Oaks Parking Lot

November 4, 2021
Bob Cerasuolo

	1	2	3	4
Company:	Superior Paving Company	All American	General Pavement Management Inc.	BSN Construction
Phone Number:	951-739-9200	951-736-7600	805-390-9648	805-676-1864
Fax Number:	951-739-9400	951-736-7646	805-933-0882	805-676-1210
City:	Corona	Corona	Thousand Oaks	Ventura
Quoted By:	Marlissa Busto	Edward Carlson	Bryan Smith	Ben Nakaba
Item				
Saw cut approximately 3000 sq ft of Asphalt from root damage	YES	YES	YES	YES
Remove and dispose of surface roots	YES	YES	YES	YES
Re-compact subgrade and pave (3) compacted inches of asphalt	YES	YES	YES	YES
Grind 25 linear feet raised asphalt	YES	YES	YES	YES
Clean, tack oil and skin patch with aggregate asphalt	YES	YES	YES	YES
Apply approx 105,000 sq ft of Type II slurry	YES	YES	YES	YES
Re-stripe to match existing patterns	YES	YES	YES	YES
Subtotal				
Labor				
Materials				
Permits/ Inspections				
Other:				
Total Cost Lump Sum Bid Amount	\$61,378	\$89,275	\$99,495	\$107,600

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS
AND RE-STRIPING AND PAINTING CURBS PROJECT**

SPEC NO. MO-2



www.pvrpd.org • 805-482-1996

**RFP RELEASE DATE:
September 3, 2021**

**PROPOSALS DUE:
October 8, 2021 10:00 A.M**

**DELIVER PROPOSALS TO:
ADMINISTRATIVE OFFICE
PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

BID OPENING: October 8, 2021 AT 10:15 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS

AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

FISCAL YEAR 2021-2022

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT

TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

FISCAL YEAR 2021-2022

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

FOR THE

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-
STRIPING AND PAINTING CURBS
SPEC NO. MO-2**

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 a.m. on October 8, 2021, 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:

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND
RE-STRIPING AND PAINTING CURBS**

SPEC NO. MO-2

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 "TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC. NO. MO-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 **September 21, 2021, at 9:00 A.M.**, at the project site, 5501 Mission Oaks Blvd Camarillo, CA 93012.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS**. The work will take place at 5501 Mission Oaks Blvd Camarillo Ca 93012 and Contract Documents, by reference, made a part hereof. **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS**. is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

THE PROJECT MANAGER'S ESTIMATE FOR THIS TYPE 2 SLURRY OF MISSION OAKS PARKING LOTS IS: \$90,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Thirty (30) consecutive working days** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	September 3, 2021	
Pre-Bid job walk,	September 21, 2021	9:00 am
Questions in by,	October 1, 2021	12:00 pm
Proposals must be received by,	October 8, 2021	10:00 am
Contract award,	November 3, 2021	
Project start date approx.	November 29, 2021	
Project completion date no later than,	December 31, 2021	

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS**. 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 "C-32" 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 QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobc@pvrpd.org **no later than October 1, 2021, at 12 pm** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC NO. MO-2**. 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 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 the Community Center Kitchen Remodel project.

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

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

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

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

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

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

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

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

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and 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 TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project who is brought onto or involved in the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project will be submitted to District for review.

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

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

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

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

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

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

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

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

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

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

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

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

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

SAFETY PERMIT: The Contractor, and not the District, shall be responsible for performing safety inspections for this TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS. 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

TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

FISCAL YEAR 2021-2022

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

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 "**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC NO. MO-2**" 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):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

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 "**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT, SPEC NO.**", 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
 TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS
 SPEC NO. MO-2**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Remove Approximately 3000 sq ft of raised Asphalt					
4.	Remove Tree Roots					
5.	Haul off site					
6.	Compact top 3 inches of existing Base material					
7.	Pave back up to 4 inches of Hot Mix Asphalt					
8.	Clean Tack oil and skin patch approximately 1,500 sq ft of bad asphalt with hot mix asphalt					
9.	Clean approx. 105,000 sq ft of existing asphalt with high powered blowers and vacuums					
10.	Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt					
11.	Re-Stripe using existing striping plan					
12.	Painting Curbs to existing colors					
13.	Clean up for final					
14.						
15.						

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.						
17.						
18.						
19.						
20.						
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 _____, 2021, 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 Five (5) completed Parking Lots 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 Mission Oaks Parking Lot project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS.

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 "TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC NO. MO-2" 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 **Thirty (30) 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 _____, 2021

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2021

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 **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT, SPEC NO. MO-2;**

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 _____, 2021

_____ **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:

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-
STRIPING AND PAINTING CURBS PROJECT
SPEC NO. MO-2**

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 TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will 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 5501 Mission Oaks Blvd, in Camarillo, California 93012.

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 workdays as defined in Section 6-7.2 (S.S.P.W.C.).

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

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 maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the 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 Thirty (30) 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.

L 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 waived 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 TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT 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 TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

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

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

All notification of utility companies shall be by the 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 ensure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the 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.

**APPENDIX A
TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT
TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING
AND PAINTING CURBS
SPEC NO. MO-2**

PROJECT SCOPE:

The following are key steps that may serve as a guide for what is expected in your proposal:

- Remove approximately 3,000 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 4 inches of Hot Mix asphalt
- Clean tack oil and skin patch approximately 1,500 square feet of bad asphalt with hot mix asphalt
- Clean Approximately 105,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt
- Re-stripe using existing striping plan including curbs
- Clean up for final

APPENDIX B

CONSTRUCTION DRAWINGS

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.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst

DATE: November 4, 2021

**SUBJECT: CONSIDERATION AND SELECTION OF CONSULTANT
FOR USER FEES AND COST RECOVERY POLICY
ANALYSIS**

SUMMARY

The Fee Schedule has not been revised since Fiscal Year 2017-2018 and has never undergone a full, holistic analysis of the methodology, rationale and policies for all fees included in the schedule. Costs incurred by the District as well as prices for materials and services have increased significantly since the schedule was last updated, therefore, prompting the need for a comprehensive fee study and creation of a cost recovery methodology and policy. Goal 1.1 of the 2021-2026 Strategic Plan is to *Review costs, revenues, and subsidies for programs and rentals*. Strategy A of Goal 1.1 is *Conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organization fees and fees received from the rental of District parks and recreational facilities*. Subsequently, the Board approved an RFP to seek proposals from consultants to guide the District through this process. After considerable research and review by a selection committee of staff, ClearSource is being recommended for selection.

BACKGROUND

The Fee Schedule consists of various usage charges for facilities, parks/picnic areas, sports facilities and tournaments with over 560 different fees included. The schedule was last studied and updated in February 2017 and did not include a broad scope of all services and activities offered by the District. Outside of class designations (Community Service Groups, Resident Organizations, In-District Resident and All Friday-Saturday Rentals [except Class 4], and Out of District/Non-Resident), there is no inclusion of any methodology and guiding principles such as cost recovery levels to base user fees upon. Sustained Financial Stability is a guiding focus area of the Board and in order to be sustainable, it is necessary to evaluate and determine what our true costs are for all services offered, any missing funding opportunities and where and how they fit within our community.

In September 2021, the Board approved a Request for Proposal to solicit proposals for consulting services to conduct a comprehensive fee study and cost recovery analysis due on October 8, 2021. Staff received proposals from seven vendors - 110%, BerryDunn, ClearSource, GreenPlay, Matrix, MGT, and MossAdams. A selection committee of five management level staff members reviewed

all proposals, ranked based on pre-determined criteria published in the RFP, and subsequently met to review each proposal.

ANALYSIS

The goal of the study is to develop a cost recovery model and policy that provides a framework for future planning, budgeting, pricing and resource allocation for the District's parks and recreational services. The RFP instructed consultants to include, but not be limited to: a general review of the District's current fees, current fee methodology and allocation plan, a determination of what it costs the District to provide various services, any streamlining or changes in fees due to a shift in methodology or pricing rationale, and recommendations for adjustments to the District's fee schedule. The analysis and recommendations were to align available and future resources within services and commitments to include desired level of service, sustainable fiscal stewardship, and industry best practices in order to develop an implementation plan that will ensure that the District is strategically progressing to meet the needs of the community in a financially sustainable and equitable direction.

When evaluating each proposal, the objective of staff was to choose a proposal that offers the highest quality services while achieving the goals and objectives within a reasonable budget. While cost is an important factor, it is not the sole component when choosing a consultant to work with. The selection criteria used was:

Selection Criteria—RFP	Points Available
Understanding of Scope of Work; Recommended Methodology & Process to include High Public Engagement	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20
References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal:	110

After thorough discussion and review, the following scores of each proposal were given. This is the average of total points:

Consultant	Proposed Budget	Score
ClearSource	\$24,300	103.2
MGT	\$24,990	79.8
BerryDunn	\$28,710	100.6
110%	\$32,955	98.6
GreenPlay	\$41,995/\$35,695	101.4
Matrix	\$50,000	71.8
MossAdams	\$84,130	73

After scoring, the selection committee looked at the top three highest scores and compared their respective proposals to the project budget. Currently there is \$16,000 set aside for this project as

approved in the FY 21/22 annual budget. The District has past experience with the second highest scoring proposer, GreenPlay, as they completed the 2018 Needs Assessment for the new Community/Senior Center. Their initial proposal was for all on-site consulting and community engagement work. The committee felt there is a need for community engagement of some level on a digital platform, therefore, staff requested from GreenPlay a revised proposal cost with virtual options. The cost was reduced by \$6,300 to \$35,695 which is still more than \$6,000 higher than the other two candidates.

Based on ratings and the proposed budget, staff performed reference checks on ClearSource and BerryDunn. References for both agencies were equally glowing. ClearSource, led by Terry Madsen, is a local firm with considerable experience for neighboring Ventura County agencies such as Rancho Simi Recreation and Park District and the City of Ventura. BerryDunn is a nationwide firm with experience in California for the cities of Villa Park and Daly City in completing citywide fee and rate studies. The selection committee feels confident in the abilities of both firms and the presented methodologies submitted in their proposal. Due to having a lower cost and a more local awareness in parks and recreation studies, staff is recommending ClearSource to the Board for selection.

FISCAL IMPACT

The fiscal impact associated with this action is \$24,300.

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into an agreement with ClearSource for consulting services for the implementation of a User Fees and Cost Recovery Policy and Analysis.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.1A: "Conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and apolicies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organization fees and fees received from the rental of District parks and recreational facilities."

Meets 2021 Strategic Plan Goal 1.1B: "Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations."

ATTACHMENTS

- 1) ClearSource Proposal (25 pages)
- 2) BerryDunn Proposal (24 pages)
- 3) GreenPlay Proposal (25 pages)
- 4) Draft Agreement (14 pages)

**PLEASANT VALLEY
RECREATION & PARK DISTRICT**

OCTOBER 8, 2021

PROPOSAL TO PERFORM CONSULTING SERVICES

User Fees and Cost Recovery Policy Analysis

ClearSource Financial Consulting

TERRY MADSEN | PRINCIPAL CONSULTANT

tmdasen@clearsourcefinancial.com | 831.288.0608

7960 B Soquel Drive, Suite 363 | Aptos, California 95003

www.clearsourcefinancial.com

PROPOSAL ORGANIZATION

The following content has been organized following the requirements of the Request for Proposals (RFP), including page limitation.

- 1.1** Transmittal Letter to the Selection Committee
- 2.1** Description and Qualifications of the Firm
- 3.1** Staffing
- 4.1** References
- 5.1** Scope of Work
- 6.1** Project Budget & Other Financial Information

Excluding the title page and this table of contents, the following proposal is 23 pages in length.

October 5, 2021

PLEASANT VALLEY RECREATION & PARK DISTRICT

Attention: Jessica A. Puckett, CPRP
1605 East Burnley Street
Camarillo, California 93010

Proposal for a User Fees and Cost Recovery Policy Analysis

To Ms. Puckett and Members of the Selection Committee:

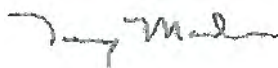
Thank you for the opportunity to provide cost of service and user fee consulting for the Pleasant Valley Recreation & Park District as it seeks to study its current and future fee structure and associated policies informing fee amounts. ClearSource Financial Consulting is well-qualified, available, and equipped to complete the scope of work envisioned by the District. We bring an **open mind for change** and exhibit the **energy to do the heavy lifting it takes for a fresh look** on the subject.

We commit to the District to provide premier service, on time, and within budget:

PREMIER SERVICE	ON TIME	WITHIN BUDGET
<p>We routinely demonstrate care about the details and the rightful influence of local conditions. We do the hard work to achieve modern and meaningful outcomes that reflect the way our clients serve their communities today.</p>	<p>We know time is of the essence in this work: a key determination of success and satisfaction for many of our clients. All project reporting for the study will be ready for the District's use 120 days from project commencement.</p>	<p>We will finish the scope of services without change orders, which is our standard practice. We do not ask our clients to bear the risk in estimating what it takes to do this work thoroughly and with successful enactment of results.</p>

I am the President of ClearSource Financial Consulting, authorized to negotiate and bind ClearSource contractually. I have read and will comply with all terms and conditions of the RFP without exception. My signature obligates ClearSource to the terms of this proposal and confirms that this proposal shall remain valid for a period of 90 calendar days from the date of this submittal.

Sincerely,



TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

COMPANY NAME: ClearSource Financial Consulting
 MAILING ADDRESS: 7960 B Soquel Drive, Suite 363, Aptos, CA 95003
 CONTACT NAME: Terry Madsen, President and Principal Consultant
 PHONE NUMBER: 831.288.0608
 EMAIL ADDRESS: tmadsen@clearsourcefinancial.com
 FAX NUMBER: 831.684.7646

QUALIFICATIONS OF THE FIRM

INTRODUCTION TO CLEARSOURCE

ClearSource History

We introduce the **Pleasant Valley Recreation and Park District** to ClearSource for performance of its **User Fees and Cost Recovery Policy Analysis**. We look forward to the chance to serve the leaders, direct service providers, and constituents of the District.

ClearSource Financial Consulting (ClearSource) is a privately owned California-based boutique consulting firm intentionally sized and structured to emphasize a **highly tailored, high quality study experience for our public sector clients**. ClearSource is staffed by a four-person team of seasoned individuals with decades of combined experience in local government financial analysis. We are particularly focused on equitable forms of locally controlled cost recovery within the challenges and constraints of the ever-evolving California statutory and legal environment, informed respectfully and strategically by the voter driven principles embedded in Propositions 218 and 26.

Our firm is centered on the philosophy and principles of ClearSource founder and President, Terry Madsen, who will lead our tasks from start-to-finish. **For 20 years, Terry has provided financial consulting services exclusively to local government agencies**. In October 2011, he founded ClearSource, a firm dedicated to providing local government agencies with premier financial consulting, serving with the:

- Energy and enthusiasm to dive deep into the details,
- Willingness to do the heavy lifting necessary to implement modernization and lasting change,

- Exclusive staffing on projects of only tenured professionals able to enact both science and art, and
- Commitment to on-time delivery and not-to-exceed consulting fees.

Contact ClearSource

Please refer to the following information and statistics about ClearSource:

ClearSource Financial Consulting

Proposing Consulting Firm

Terry Madsen, President & Principal Consultant

Authorized Representative to the City of Hemet

7960 B Soquel Drive, Suite 363 | Aptos, CA 95008

Corporate Headquarters and Primary Mailing Address

California

State of Incorporation

2011, Ten Years

Year of Incorporation, Years in Business as ClearSource

Four

Number of Employees in ClearSource

tmadsen@clearsourcefinancial.com

Email Our Principal Consultant

831.288.0608

Phone Our Principal Consultant

Sole Provision of Study Services by ClearSource

All services identified in the District's scope of services for the User Fees and Cost Recovery Policy Analysis will be completed by ClearSource personnel. No services will be subcontracted to other firms, nor will any subconsultants or subcontractors be used to supplement ClearSource staff. **ClearSource is entirely qualified and fully resourced to complete these services.**

QUALIFICATIONS OF THE FIRM

CLEARSOURCE QUALIFICATIONS

ClearSource Service Expertise

ClearSource provides professional services to California municipal agencies, consulting on topics focused on **revenue management through cost of service-based resources.**

EXHIBIT 1 | CLEARSOURCE SERVICES



ClearSource specializes in conducting the following common areas of study and consultation on a wide cross-section of governmental services and funds:

- User and regulatory fee studies
- Master fee schedule development and ongoing management
- Comparative/market analysis
- Cost allocation plans
- Internal service fund rate studies

Our primary focus is in revenue streams linked to cost of service principles, equity, and local-government control. Throughout these areas of expertise, we often work in harmony with internal and external stakeholders to achieve successful implementation of the necessary solutions.

As with every study of this type, the successful completion of this project for the District will require **positive, professional relationships with agency staff, contract service providers,**

stakeholders, and the Board of Directors and/or subcommittees. ClearSource clientele can attest to our ability to successfully navigate timing, competing values, and other challenges that arise when completing large scale projects.

During his career, **Terry Madsen has been awarded for his integrity, client service, dedication, and perseverance.** His treatment of internal staff, and respect for the challenges they face and the results they require in order to successfully accomplish their goals and objectives, results in working relationships that span multiple years and projects.

ClearSource Organization Capacity

The ClearSource organization is comprised of four senior consultants, each with no less than 15 years of experience in financial consulting or directly in municipal finance. Our corporate organization chart is shown in Exhibit 2.

EXHIBIT 2 | CLEARSOURCE FIRM ORGANIZATION



QUALIFICATIONS OF THE FIRM

ClearSource Experience

FEE & COST RECOVERY TOPICS | ClearSource has performed consulting services within the past 24 months comparable to the Pleasant Valley Recreation and Park District's scope of work for its User Fees and Cost Recovery Policy Analysis for the sample of California cities and their specific fee/cost recovery-based programs listed in Exhibit 3 on the following page. This includes identification of trending topics in California fee design requiring innovative thinking and public education to successfully enact, such as short term vacation rentals, cannabis retailer regulation, electric vehicle charging stations, stormwater regulation and inspections, and technology enhancement recovery.

STATEWIDE CLIENTELE | The following list is a sampling of the California public agencies for whom ClearSource has performed cost allocation, cost of service, and user/regulatory fees since our founding:

- ⇒ City of Azusa
- ⇒ City of Bell Gardens
- ⇒ City of Campbell
- ⇒ City of Cathedral City
- ⇒ City of Costa Mesa
- ⇒ City of Escalon
- ⇒ City of Gustine
- ⇒ City of Hemet
- ⇒ City of Huntington Beach
- ⇒ City of La Quinta
- ⇒ City of Laguna Woods
- ⇒ City of Lake Forest
- ⇒ City of Larkspur
- ⇒ City of Lincoln
- ⇒ City of Long Beach
- ⇒ City of Malibu
- ⇒ City of Milpitas
- ⇒ City of Monte Sereno
- ⇒ City of Novato
- ⇒ City of Ojai
- ⇒ City of Palos Verdes Estates
- ⇒ City of Rancho Mirage
- ⇒ City of Roseville
- ⇒ City of Santa Ana
- ⇒ City of Santa Clara
- ⇒ City of San Leandro
- ⇒ City of Sebastopol
- ⇒ City of Seal Beach
- ⇒ City of Shafter
- ⇒ City of Solvang
- ⇒ City of Torrance
- ⇒ City of Ventura
- ⇒ City of West Sacramento
- ⇒ City of Wheatland
- ⇒ Town of Woodside
- ⇒ El Dorado County
- ⇒ Kern County
- ⇒ Sacramento Regional Transit
- ⇒ San Diego Metropolitan Transit

Please refer to Section 4 of this proposal for comparable project profiles and references.

QUALIFICATIONS OF THE FIRM

EXHIBIT 3 | SAMPLING OF COST OF SERVICE AREAS STUDIED RECENTLY

Cost of Service Category	Sampling of Cities Served by ClearSource in the Last 24 Months													
<i>In all cases, ClearSource delivered publishable and working master schedule of fees and supporting cost of service models in Microsoft Excel, enabling our clients to manage fees between comprehensive studies.</i>	City of Campbell, CA	City of Escalon, CA	City of Huntington Beach, CA	City of La Quinta, CA	City of Lake Forest, CA	City of Larkspur, CA	City of Lincoln, CA	City of Rancho Mirage, CA	City of Roseville, CA	City of San Leandro, CA	City of Shafter, CA	City of Torrance, CA	City of Ventura, CA	
	Community Development													
	Planning	*	*	*	*	*	*	*	*	*	*	*	*	*
	Land Development	*	*	*	*	*	*	*	*	*	*	*	*	*
	Building & Safety	*	*	*	*	*	*	*	*	*	*	*	*	*
	Public Safety													
	Fire Prevention & Operations	*	*	*	*	*	*	*	*	*	*	*	*	*
	Police	*	*	*	*	*	*	*	*	*	*	*	*	*
	Animal Control	*	*	*	*	*	*	*	*	*	*	*	*	*
	Public Works													
	Infrastructure & Operations	*	*	*	*	*	*	*	*	*	*	*	*	*
	Engineering	*	*	*	*	*	*	*	*	*	*	*	*	*
Utilities	*	*	*	*	*	*	*	*	*	*	*	*	*	
Community Services														
Parks & Community Spaces	*	*	*	*	*	*	*	*	*	*	*	*	*	
Recreation Programs	*	*	*	*	*	*	*	*	*	*	*	*	*	
Community Centers & Libraries	*	*	*	*	*	*	*	*	*	*	*	*	*	
Facility Use and Rentals	*	*	*	*	*	*	*	*	*	*	*	*	*	
Special Events	*	*	*	*	*	*	*	*	*	*	*	*	*	
Film Permitting	*	*	*	*	*	*	*	*	*	*	*	*	*	
Other	*	*	*	*	*	*	*	*	*	*	*	*	*	
Administration & Governmental														
Business Licensing	*	*	*	*	*	*	*	*	*	*	*	*	*	
Clerk / Public Records	*	*	*	*	*	*	*	*	*	*	*	*	*	
Indirect Cost Rates & Charges	*	*	*	*	*	*	*	*	*	*	*	*	*	
Fully Burdened Hourly Rates	*	*	*	*	*	*	*	*	*	*	*	*	*	
Trending Topics														
Vacation Rentals	*	*	*	*	*	*	*	*	*	*	*	*	*	
Cannabis Retailers	*	*	*	*	*	*	*	*	*	*	*	*	*	
Electric Vehicle Charge Stations	*	*	*	*	*	*	*	*	*	*	*	*	*	
NPDES	*	*	*	*	*	*	*	*	*	*	*	*	*	
Technology Enhancement	*	*	*	*	*	*	*	*	*	*	*	*	*	

CLEARSOURCE PROJECT TEAM ORGANIZATION

This project will be led from start-to-finish by **Terry Madsen**. He will conduct all meetings, present all reports, and oversee development of all analysis and outcomes. *Analytical and strategic support will be provided only by senior-level professionals: Jeanette Hahn and David Schroeder, as described by Exhibit 3.* Their experience includes more than 50 years of direct support to local government agencies.

ClearSource utilizes a uniform billing rate for all of our personnel, set to \$150 per hour. Additional information on consulting hours and project costs in **Section 6** of this proposal.

EXHIBIT 3 | PROJECT TEAM STRUCTURE



CLEARSOURCE PROJECT MANAGER

We introduce **Terry Madsen** as our **Project Manager for the Pleasant Valley Recreation and Park District**. Terry is highly regarded by his clients. Please contact the following agency leaders for their experience working with Terry on cost of service and fee studies:

- Sheila Poisson, Finance Director
CITY OF TORRANCE, CALIFORNIA
Phone: 310.618.5854
Email: spoisson@torranceca.gov
- Richard Lam, Budget Analyst
CITY OF AZUSA, CALIFORNIA
Phone: 626.812.5200
Email: rlam@ci.azusa.ca.us
- Monica Radeva, City Clerk
CITY OF LA QUINTA, CALIFORNIA
Phone: 760.777.7035
Email: mradeva@laquintaca.gov
- Mike Nichols, Fire Prevention Captain
COUNTY OF KERN, CALIFORNIA
Phone: 661.391.7000
Email: mnichols@kerncountyfire.org



Terry Madsen

**PROJECT MANAGER AND
PRINCIPAL CONSULTANT**

*45% of Total Hours for the
Pleasant Valley Recreation and
Park District's Project*

Terry Madsen is the President and Principal Consultant of ClearSource Financial Consulting. For 20 years, he has provided financial consulting services to local government agencies. In October 2011, Terry founded ClearSource Financial Consulting (ClearSource), a firm dedicated to providing local government agencies with premier financial consulting services. From October 2001 to October 2011 Terry was employed by a competing California firm, NBS. Terry's depth of knowledge includes numerous service areas including user fee studies, indirect cost allocation studies, internal service fund rate studies, water and wastewater

rate studies, and special financing district administration.

During his career, Terry has served the following diverse sampling of California agencies, among many others: the Cities and Towns of Atherton, Chula Vista, East Palo Alto, Gustine, Hesperia, Indio, Laguna Woods, La Quinta, Long Beach, Los Angeles, Napa, Oakdale, Sacramento, San Carlos, Sierra Madre, Taft, and Ventura, as well as Oro Loma Sanitary District, Sacramento Regional Transit District, the San Diego Metropolitan Transit System, and Union Sanitary District.

Within the past several years, Terry has supported cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- County of Kern, CA | Project Manager – Fire prevention fees, fire department indirect cost rates
- City of Lake Forest, CA | Project Manager – Citywide user and regulatory fees, formal cost recovery policy, Citywide indirect cost allocation
- City of La Quinta, CA | Project Manager – Citywide user and regulatory fees
- City of Long Beach, CA | Project Manager – Engineering development review fees
- City of Roseville, CA | Project Manager – Citywide user and regulatory fees, internal service fund rates
- City of Ventura, CA | Project Manager – Citywide user and regulatory fees, Citywide indirect cost allocation, internal service fund rates

Terry has worked closely with every level of the public body including property owners, community organizations, City Council/Board

members, special commissions, agency managers, all members of the agency finance team, directors of every agency department, management analysts, and the direct service staff that are the primary contact points for members of the community, such as inspectors, plan reviewers, operators, maintenance personnel, and records staff.

Terry's experience in performing fee studies includes all phases of the work, from project initiation to completion and presentation of final findings. His efforts include data gathering, conducting interviews with agency staff, model development, report preparation, and presentation and delivery of study narratives. He has analyzed fees for a comprehensive array of municipal services, such as planning, land development, building, fire protection, code enforcement, community services, parks, recreation, administration, general governmental, public infrastructure, utilities, and others.

Terry is a member of the California Society of Municipal Finance Officers. He received his undergraduate degree (Cum Laude) from Cal Poly, San Luis Obispo. He was awarded a Bachelor of Science in Business Administration with a Finance Concentration and an Economics Minor. He received his graduate degree from California State University, San Bernardino. He was awarded a Master of Business Administration with an Entrepreneurship Concentration.

PROJECT ROLE | Terry will serve as our Project Manager to the Pleasant Valley Recreation and Park District, responsible for the performance of all study elements and fulfillment of our agreement with the District. In addition to his oversight role, he will also be the Principal Consultant for the study. In this role, he will direct analysis for our assigned staff, implement analytical direction, perform targeted analysis,

troubleshoot, provide quality assurance, facilitate onsite and remote interaction with District staff and leadership, and represent our team and work in public procedures. **In the District's study, we estimate his efforts at 40-50% of total consulting hours.**

Continuity of Service

As an intentionally structured small firm that believes our size is integral to the way we provide **personalized and high quality service to our client communities**, ClearSource is nonetheless asked by agencies about our plans for ensuring continuity of service if a team member faces personal emergency disruptive to the project. In fact, this is essential to our business and reputation. In addition to our

collegiality and cross-discipline synergy, this is one of the key reasons **our staff is comprised only of seasoned professionals** in this area of expertise.

Three of our five company consultants are each two or more decades into consulting careers rich with successful project management, direct project performance, and accomplished public engagement for successful implementation of outcomes. For the Pleasant Valley Recreation and Park District, in the unlikely event our proposed project manager Terry Madsen became unable to complete these services, fellow team member Jeanette Hahn will step into his place, able to perform at equal level, effectiveness, and achievement to Terry.

CLEARSOURCE SUPPORT STAFF

We introduce the following professionals who will be assigned to the Pleasant Valley Recreation and Park District for specific elements of the project.



Jeanette Hahn

SENIOR CONSULTANT

10% of Total Hours for the Pleasant Valley Recreation and Park District's Project

Jeanette Hahn is a Senior Consultant for ClearSource Financial Consulting. She has over 20 years of experience advising municipal agencies on equitable and effective costs of service, cost recovery, and strategic financial planning.

Jeanette has analytical and policy expertise in the following subject matter:

- Cost of service analysis and cost allocation for cost recovery opportunities, including user fees, regulatory fees, and contracts/partnerships
- Water, wastewater, reclaimed water, and storm water/drainage utility rates and fees
- Development impact fees and capacity charge nexus analysis/justification
- Economic feasibility/decision analysis
- Long-range financial planning
- Benchmarking

Prior to becoming part of the ClearSource team in 2017, Jeanette succeeded at competing consulting firms. She was Director of Financial Consulting for California-based NBS from 2007 to 2011 and served progressive roles at FCS GROUP from 1997 to 2007, including California Regional Manager from 2004 to 2007. Jeanette stepped down from these executive roles in 2011 to balance family needs.

Jeanette has performed over 225 separate engagements for public agencies of diverse size and situation throughout the Western United States, including in California, Washington, Oregon, Idaho, Nevada, Utah, Montana, and Alaska. She is articulate and agile when working within the legal framework of rate and fee-setting across these states, with particular emphasis on California's Proposition 218 and the state's Mitigation Fee Act.

As an accomplished and highly regarded speaker, Jeanette has earned a reputation for crafting effective and persuasive messages for attaining legislative and public approval of financial plans and accompanying rates and fees. Her skills have been deployed frequently in municipal work to defuse contentious or actively contested matters. Furthermore, she has been repeatedly invited to present in educational and industry forums, such as the California Society of Municipal Finance Officers, League of California Cities, Association of California Water Agencies, and California Special Districts Association, among many others.

Within the past several years with ClearSource, Jeanette has support cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Milpitas, CA | Senior Consultant – Citywide indirect cost allocation plan, Citywide fully burdened hourly labor rates
- County of Kern, CA | Senior Consultant – Fire department indirect cost rates
- City of Lincoln, CA | Senior Consultant – Citywide indirect cost allocation plan
- Rancho Murieta Community Services District, CA | Senior Consultant – recycled and raw water rates, indirect cost allocation plan
- City of Huntington Beach, CA | Senior Consultant – Citywide user and regulatory fees, indirect cost allocation plan
- City of Ventura, CA | Senior Consultant – Citywide indirect cost allocation plan

Jeanette holds a Bachelor of Arts in Economics with a Public Finance concentration from the University of Washington, Seattle.

PROJECT ROLE | Jeanette will provide senior level analysis, including framework of quantitative models, strategic positioning in targeted subjects, and quality assurance/quality control. Her contributions are estimated at 10% of total consulting hours.



David Schroeder

SENIOR CONSULTANT

45% of Total Hours for the Pleasant Valley Recreation and Park District's Project

David Schroeder is a Senior Consultant for ClearSource Financial Consulting. He has served the public sector for more than 15 years, focusing on recovery of municipal service costs, particularly within the varied structures of California special financing districts used by cities, counties, and special purpose districts across the state.

David's technical expertise is centered on large-scale and complex database analysis on multiple platforms, geographic information systems and science (GIS), and auditing of records and systems. Project areas in which David applies these skills for public sector clients have included:

- Special financing district administration, formation, annexation, auditing, and continuing disclosure reporting.

- Advanced GIS, including design and analysis to support district formation, annexation, Proposition 218 procedures, rate studies, and development impact fee analysis.
- Solutions generation for complex issues facing municipal clients, including fund close-outs, independent auditing of special financing districts, design and administration of refund programs, and data-driven public outreach.

David's expertise has supported a variety of public services including: lighting and landscaping, public safety, public facilities and maintenance services, and other municipal activities spanning general and special benefit. He is conversant in and has trained client agencies on GIS, including systems such as ESRI ArcGIS and the creation and usage of GIS web applications on the platform.

Within the past several years with ClearSource, David has support cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Santa Ana, CA | Senior Consultant – Citywide indirect cost rates and charges, internal service fund rates
- City of Lincoln, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- County of Kern, CA | Senior Consultant – Fire prevention fees
- City of Bell Gardens, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Seal Beach, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation, budget analysis of labor allocations

David earned a Bachelor of Science in Business Administration, concentrating in Accounting Information Systems, from California State University San Bernardino. He is also certified from the University of West Florida's Graduate Geographic Information Science program.

PROJECT ROLE | David will provide large scale data analysis, financial modeling, and research in support of analytical tasks. His contributions are estimated at 45% of total consulting hours.

CLEARSOURCE REFERENCES

Please contact the following public agency references to discuss their experience with cost allocation, cost of service analysis, and user/regulatory fee projects completed by ClearSource.

Rancho Simi Recreation and Park District, California

COST OF SERVICE & COST RECOVERY ANALYSIS FOR USER FEES

Dates of Service:

Original Study: 2019-20

Contract Value:

\$23,550

Contact:

Dan Paranick, General Manager
4201 Guardian St, Simi Valley, CA 93063
Phone: 805.584.4400
Email: danp@rsrpd.us

ClearSource completed a Cost of Service and Cost Recovery Analysis for the Rancho Simi Recreation and Park District, studying the Districts fee-based performance from several perspectives:

- Identification of the indirect costs of central services within the organization and relationship to the District's direct community services.
- Identification of the full costs of direct services eligible for fee-based cost recovery and determination of existing cost recovery performance.

To assist the District in evaluating the sufficiency and effectiveness of its fee structures, the study provided quantitative tools enabling measurement of financial performance against recovery of different formulations of eligible costs of service. From there, the District was able to consider maximum fee amounts, revised fee structures, and strategies for phasing in over time improved cost recovery for its community programs.

City of Ventura, California

USER/REGULATORY FEE STUDY

Dates of Service:

Original Study: 2013

Most Recent Update: 2019-20

Contract Value:

\$26,700 (most recent update)

Contact:

Nancy O'Connor, Parks & Recreation Dir.
501 Poli St, Unit 226, Ventura, CA 93001
Phone: 805.658.4736
Email: noconnor@cityofventura.ca.gov

ClearSource completed a Comprehensive User/Regulatory Fee Study for the City of Ventura. Fee-related services reviewed included the following program areas: planning, land development, construction, fire prevention, traffic engineering, utilities, stormwater quality inspection, parks, recreation and community partnerships, special events, treasury, police, and clerk.

As part of this effort, ClearSource routinely develops an accompanying Citywide full cost allocation plan to ensure recovery of central services in the City's various fee and charge structures.

ClearSource has served the City for a total of eight years on multiple projects. Other areas of analysis have included: the City's central services indirect cost allocation plan and internal service fund rates for information technology, fleet, and facilities.

City of Lake Forest, California

USER/REGULATORY FEE STUDY AND USER FEE POLICY FRAMEWORK

Dates of Service:

Original Study: 2019

Most Recent Update: 2020

Contract Value:

\$39,000

Contact:

Laura Lisack, Recreation Manager
100 Civic Center Dr, Lake Forest, CA 92630
Phone: 949.461.3451
Email: llisack@lakeforestca.gov

ClearSource conducted a Fee Policy, Overhead Cost Allocation, and Comprehensive Fee Study for the City of Lake Forest. The onset of the work included establishing the framework for evaluation of cost recovery factors and user fee goals. The Cost Allocation Plan ensures reasonable distribution and recovery of Citywide central services within indirect rates, internal charges, and application to forms of cost recovery. Fee-related services reviewed in the cost of services analysis include regulatory activities, permitting, facility rentals, program participation, operations and public services, response to individual action, licensing/billing/records management/administration, and hourly rates for direct billing. ClearSource has continued to serve the City of Lake Forest as stand-alone cost of service and cost recovery issues arise. Topics have included parking permitting and facility use fees.

ClearSource has enthusiastic references from our California public agency clients. **Should additional references be desired by the District's Review Team, please let us know.** We will furnish them immediately.

Should the District require **samples of delivered work products** to these or other of our California public agency clients, please also let us know. We will gladly submit those under separate cover or via conference.

SCOPE OF SERVICES

ClearSource Project Understanding

The Pleasant Valley Recreation and Park District is initiating a **User Fees and Cost Recovery Policy Analysis**. This type of project is focused on the ethic of “the costs to serve” from the following perspectives:

- What are the **full costs (direct and indirect) of the services provided to the community**, which currently have or may be eligible for a user or regulatory fee?
- What **structure of fee** provides a reasonable means for recovering appropriate costs of service?
- What are the **cost recovery targets or policies** of the District as to the amounts that should be paid for those who request or cause these services?
- What is the **impact to the source funds** – typically the General Fund – of changes to user/regulatory fees?

From this work, the District will receive a **portrayal of the program and/or activity costs of service from three perspectives**:

- Direct service costs only
- Direct service costs and departmental indirect costs
- The full cost of service, inclusive of direct service costs, departmental indirect costs, and agency-wide indirect costs

Once the alternative portrayals of the costs of District service are available, District leadership, aided by ClearSource, will be able to determine any action, strategies, and policies on or associated with fee-based cost recovery.

District Expectations

The Pleasant Valley Recreation and Park District has expressed its expectations for the process and deliverables of this project.

The final work product(s) should:

- Be concise and easy-to-understand
- Utilize graphics, photos, tables, and charts as needed to convey information, in addition to logical and supporting verbiage.
- Include tangible performance measures to achieve recommendations, goals, policies, and guidelines to achieve the appropriate balance of programs and facilities. Include reference to relevant data collection methods, tools, and criteria necessary to accomplish performance measures. Identify any challenges to data collection and propose solutions.
- Address an updated and actionable Cost Recovery Plan for the District that includes any Resource Allocation and Policy that will assist in answering challenging questions from Board leadership and citizens such as:
 - Are District programs priced fairly and equitably for the District and region? Is the District accommodating all citizens in the entire District who wish to access its services? Is there a methodology that addresses scholarships, fee reductions, or fee waivers to serve the community holistically?
 - How will the District continue to fund Departmental facilities, services, capital, and associated resources in relationship to future budget constraints and expenditure growth?

SCOPE OF WORK

- Is there a methodology for the distribution of subsidy (funds used in excess of what is collected by direct fees)? If so, is the District transparent?
- Does the way the District charges for services (facilities, programs, etc.) support the Departmental values, vision, and mission?
- Include measurable strategies to achieve the recommendations, goals, policies, and guidelines that will result in the appropriate balance of programs and facilities.
- Facility rentals and use of public spaces, such as community centers, recreational sites, parks, and athletic field use
- Permitting, such as special events and use of public facilities, infrastructure, and services
- District operations and services of individual benefit/request
- District operations and response to individual action
- Regulatory activities, such as review and inspection, compliance, and enforcement
- Licensing, billing, records management, and administrative service
- Hourly rates for direct-billing District staff time

District Services for Study

Once a direct and indirect cost of service foundation is built, analysis of specific user fee opportunities may proceed. It is expected that direct, fee-related services under review in this element will focus on services eligible for user fee methodology, as well as identification during this study of any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees.

All direct services throughout the District's organization for which a user or regulatory fee is or can be imposed can be included in the study as desired. This can encompass activities such as:

- Program participation

Revenue streams generally excluded from this type of methodology due to differing authority, implementation and analytical methodologies, and approval procedures would include: utility rates and other property-related fees subject to Proposition 218 proceedings, assessments, in-lieu fees, development impact fees, fees intended and codified more as "taxes," punitive fines/penalties, and general taxes.

Our standard practice – and built into our expected work plan – is an open mind for additions or deletions of direct services for which a fee is established or indirect services for which an overhead charge is applicable.

CLEARSOURCE WORK PLAN

ClearSource presents the following step-by-step work plan to complete the **User Fees and Cost Recovery Policy Analysis** envisioned by the Pleasant Valley Recreation and Park District.

The work plan represents the approach of ClearSource, following our understanding of the

District's intended scope of services expressed in its RFP and the processes and deliverables we believe deliver thorough, defensible services.

Task 1 | Study Orientation

The purpose of this task is to generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development procedures. Most significantly, this task includes a major upfront effort to examine prevailing fees for known issues and to discuss initial and potential modifications to structures and practices.

TASK 1.1 | PROJECT KICK-OFF

Consultants will prepare for, attend, and facilitate one event with District personnel to initiate the project. The commencement event may be combined or separated into a series of meetings with involved internal stakeholders.

TASK 1.2 | ASSESSMENT OF PREVAILING FEES

Prior to project kick-off, ClearSource will evaluate prevailing schedules of fees under review. Assessment will include subjective effectiveness of current structures, in such terms as perceived cost recovery, perceived equity among different applicants/projects, alignment of fee categories with the manner in which work is performed currently, perceived or known competitiveness in the region, feasibility and accuracy of billing within current technology or practices, and other considerations.

TASK 1.3 | INITIAL STRUCTURE REMODELING

After project kick-off, ClearSource will draft an initial fee schedule, with categories and proposed charge bases only, stemming from initial conversations, proposed solutions based on industry standards or regional influences, or initial concepts suggested by ClearSource. This initial fee schedule will be used as the basis for developing critical data inputs in Task 2;

however, it does not have to represent the final structure of fees, as quantitative analysis in Tasks 2 and 3 will also inform recommended fee structures.

It is important for us to state that discussion of fee remodeling is intended to indicate our willingness to enact substantive change, should the District desire it. Unless our cost of service results indicate an absolute requirement that structures be altered, we are also amenable to continuance of prevailing practices, modified to current costs of service and other influences. In short, we are flexible to conditions on the ground once we arrive.

Task 2 | Develop Critical Inputs

The purpose of this task is to develop the necessary foundation for subsequent quantitative analysis. We will focus much of our initial work to develop the body of data that will inform every downstream element of the project.

TASK 2.1 | DEVELOP FINANCIAL DATA

Consultants will access detailed budget data from District staff and publicly available resources to describe:

- **Revenues:** Our preference is to examine a three- to five-year history of fee-related revenues at the lowest level of detail possible. To the extent applicable, fund/reserve performance will be included.
- **Personnel Costs and Organization:** This includes listing of full-time equivalent employees, salary and benefit costs, roles and lines of reporting, part-time personnel, and contracted personnel.
- **Operating Costs:** Line-item expenditures will be examined from the currently adopted budget. Additional examination of periodic expenses or capital investments

SCOPE OF WORK

will be researched. Fee schedules for any contacted personnel will be acquired and interpreted. And, internal charges or estimation for central services and/or general governmental overhead will be included.

TASK 2.2 | DEVELOP ANNUAL LABOR TIME

Consultants will determine availability of any existing labor time-tracking information within the Department. With or without tracked data, ClearSource will conduct individual or group interviews using a questionnaire structure developed for this study to enable individual contributors to estimate a distribution of their annual time across core functions of service. Upon implementing time estimates developed through this process, ClearSource will follow-up remotely with any individuals where further information is warranted. Annual labor time profiles will be circulated to project leads and/or management within the department to enable review and eventual concurrence.

TASK 2.3 | DEVELOP SERVICE TIMES

Consultants will determine availability of any existing labor time-tracking information for different fee-related service categories. With or without tracked data, ClearSource will circulate a questionnaire to appropriate personnel, linked to the remodeled fee structure developed in Task 1, to estimate average or a range of service times for fee-related services. Where information is under-developed with staff input, ClearSource will apply our industry experience to populate the analysis. Service time estimates will be circulated to project leads and/or management within the department to enable review and eventual concurrence.

TASK 2.4 | ANALYZE VOLUMETRIC STATISTICS

Consultants will gather from departmental personnel any existing data sets that will inform workload/activity levels for the fee-related services under review. This includes data such as numbers of participants, events, applications and/or other items opened, in process, and closed over a pre-determined time period. Program attributes may be necessary, depending on desired fee structures. Acquisition of statistical information from District databases will likely be requested throughout the study as issues for further analysis arise.

TASK 2.5 | RECONCILE ESTIMATES

To the degree possible, ClearSource will attempt to reconcile the body of information used: annual time, service time estimates, and service volumes, to ensure a reasonable portrayal of workload and related costs for these services.

Task 3 | Cost of Service Analysis

The purpose of this task is to generate the quantitative analyses that comprise the “cost of service” basis required by California law for cities to impose these fees as a matter of Board of Directors discretion. The result of this series of analysis is the maximum fee amount that may be imposed as a fee for service.

TASK 3.1 | INDIRECT COST ALLOCATION

ClearSource will develop an Excel-based model to distribute indirect service costs Districtwide. The model is expected to identify:

- Districtwide fund and accounting structure and fiscal year data for allocation outcomes
- Allocable indirect service centers
- Allocation bases and related distribution factors for indirect service centers

SCOPE OF WORK

- Direct service centers
- Primary and secondary allocations
- Resulting annual cost allocations
- Resulting indirect service rates
- Any resulting interfund transfers

The model will establish a specific methodology for deriving overhead costs that will properly reimburse general funds as warranted but more specifically, to reflect full cost of service information for informing cost recovery performance of programs and potential user fees.

TASK 3.2 | PROGRAMMATIC COST OF SERVICE

From the indirect cost allocation analysis and the build-up of direct costs in this work plan, ClearSource will be able to provide a programmatic reflection of annual costs of service, which may be readily compared to prevailing revenues attributable to those programs.

TASK 3.3 | FULLY BURDENED HOURLY RATES

ClearSource will develop an Excel-based model to compute fully burdened hourly rates for work performed in each division and/or department contributing to the fee-related services under review. (It is possible that direct service providers exist outside the responsible department for a particular fee category. To portray an accurate "full cost of service," time for each contributor should be considered, unless a separate revenue stream is in place for those other divisions/departments.)

Fully burdened hourly rates will be developed three ways: as a composite rate for the participating division, composite rates for classes (subsets) of contributors within each participating division, and individual rates for each contributor. Rates will also be expressed in

multiple ways: per available hour, per productive hour, and per direct service hour to enable flexibility in how the District prefers to value increments of time.

The ClearSource model will be built to illustrate the "full cost of service," encompassing labor costs, non-labor operating costs, departmental administration, central services/general governmental administration, periodic investments, and a reserve funding requirement, if applicable. These costs will also be expressed by function of service within each division. The ClearSource model will enable the District to include or exclude these cost layers in its final outcome, should current or eventual policy direct away from full cost recovery.

Finally, the ClearSource model will be able to compare total annual cost of service for each division against annual revenues available to provide a global view of cost recovery for programs. This can inform any overall revenue impacts that may be warranted.

TASK 3.4 | ACTIVITY COST OF SERVICE

ClearSource will develop an Excel-based model to compute the cost of service at the activity level for fee-related services. This will involve applying fully burdened hourly rates to service time estimates and incorporating project-specific direct expenses applicable. The analysis will be structured to follow any proposed remodeled fee structure, as well as any additional services for which new fees will be considered.

The cost of service model will enable comparison to existing fee levels to determine prevailing cost recovery levels. From that point, internal discussions may ensue as to appropriate or desired changes to fees and fee levels to enhance cost recovery, if in line with District policies, goals, or values.

SCOPE OF WORK

The cost of service model will also be structured to enable calculation of revenue impacts, if adequate data is available.

Task 4 | Cost Recovery, Fee, and Impact Analysis

The purpose of this task is to analyze current cost recovery performance under different reflections of the cost of service and develop the updated schedule of fees for Districtwide direct services where desired. This task will be influenced by the cost of service results developed in Task 3, regional competitiveness, and local values and/or District policy.

TASK 4.1 | REGIONAL FEE COMPARISON

ClearSource will prepare a limited-scope comparison of fees to up to ten agencies selected by the District, neighboring or elsewhere in California. Comparison will be limited to fee categories of particular interest.

TASK 4.2 | COST RECOVERY POLICY

Consultants will work with departmental management to develop targeted cost recovery at the program or activity level for eventual proposal to the Board of Directors. Cost recovery targets will be applied to programmatic or activity costs of service to inform a proposed fee amount. Subsidy amounts will be identified.

TASK 4.3 | FEE SCHEDULE

Consultants will develop a master fee schedule for the District, useful in presenting proposals, as well as communicating fee descriptions, fee amounts, and charge bases to other District departments, who may have responsibility for maintaining Districtwide schedules of fees. If desired, the master fee schedule developed can also include a tool for subsequent annual

inflationary adjustments to the established fee structures.

TASK 4.4 | COMPARATIVE FEE IMPACTS

Where fee structures are remodeled extensively, ClearSource will prepare targeted schedules comparing changes to fees, individually and for a selection of sample programs. This comparison assists in presenting and communicating changes to fee structure, and also, it enables further testing of the reasonableness and accuracy of substantial changes to fee approach.

TASK 4.5 | REVENUE IMPACTS

Upon finalizing fee proposals, ClearSource will attempt to quantify revenue impacts of proposals, depending on data availability and reliability on past workload at the activity level. Subsidies by other funds will be identified. If applicable, fund/reserve performance will be projected, as feasible from available data.

TASK 4.6 | FEE POLICIES AND PRACTICES

Where needed, consultants will provide recommendations and industry information regarding relevant fee policies and practices which may impact cost recovery, including the use of waivers, any billing and deposit management procedures, and collections issues.

Task 5 | Report and Tools

The purpose of this task is to provide the formal documentation encompassing the work and outcomes of the study, as well as deliver the tools developed throughout the study for the District's ownership and future use.

TASK 5.1 | DRAFT REPORT

ClearSource will prepare a narrative description of the study, describing key data and assumptions, cost of service outcomes, fee

SCOPE OF WORK

proposals, and impacts. The report will include tables and charts to explain findings, and it will include the complete quantitative analysis as the justification for proposed fees. Reports will be issued in portable document format (PDF) for digital distribution and any necessary printing by the District.

It is expected that District personnel will review an initial iteration of the draft report, and ClearSource will modify it before it becomes a document delivered to the Board of Directors and available to the public.

TASK 5.2 | PRESENTATION/SUMMARY

ClearSource will develop a presentation or summary packet for use in communicating proposals to the Board of Directors and any stakeholders.

TASK 5.3 | STAFF REPORT AND NOTICING

ClearSource will assist District staff in the preparation of the staff report delivered to the Board of Directors as part of the normal agenda process. Consultant will also assist in the drafting of a notice of the public hearing at which fee proposals will be considered for approval.

TASK 5.4 | FINAL REPORT

Upon review and feedback from the Board of Directors, consultants will revise the draft report and accompanying fee proposals to incorporate direction received. The final report will be issued for the District's public hearing process for implementation of fee proposals. Reports will be issued in PDF for digital distribution and any necessary printing by the District beyond the requested bound and unbound copies delivered by consultants.

TASK 5.5 | MODEL/WORK PAPER DELIVERY

Upon issuance of the final report, ClearSource will deliver editable versions of all models, documentation, and associated work papers to the District for future use. Models will be delivered in Microsoft Excel and PDF.

Documentation will be delivered in Microsoft Word and PowerPoint and in PDF. Additional work papers developed will be delivered in the format in which they were created and in PDF.

Task 6 | Engagement

The purpose of this task is to facilitate a meaningful level of interaction between consultants, District personnel, and Board members with the goal of successful approval, implementation, and ongoing maintenance of study proposals.

TASK 6.1 | DEPARTMENTAL INTERACTION

In addition to the project kick-off event described in Task 1, ClearSource anticipates additional site visits to engage with departmental personnel, such as:

- Events to develop data, particularly annual time from individual contributors.
- An interim review session upon initial completion of the cost of service analysis.
- A second interim review session to review the initial iteration of the draft report.

TASK 6.2 | BOARD OF DIRECTORS INTERACTION

ClearSource anticipates two events with the Board of Directors:

- One meeting to present the draft report and receive feedback and direction on proposals.

SCOPE OF WORK

- A public hearing to adopt the proposed fees contained in the final report.

Consultants will prepare materials for these sessions, present the study, and respond to Board inquiries and/or enable Board member dialogue with supplemental information.

Optional Task | Enhanced Engagement

The purpose of this optional task is to undergo a higher level of public engagement than is generally common in fee studies of this type. At any point in the study process – at the beginning because needs are already known by District management or later in the study as magnitudinal changes or courses of potential direction become more clear – the District might trigger this task.

In an enhanced engagement process, ClearSource would help the District design the approach that fits goals defined at that time. Options for enhancement to public engagement may include:

- Additional public meetings or study sessions with the Board of Directors to discuss findings and alternatives.
- A stakeholder committee to serve as a supplementary body reviewing analysis and providing preferences and recommendations to the Board of Directors.
- Open houses to receive input and address questions from general or invited audiences.

ESTIMATED STUDY TIMELINE

Expected Project Duration

ClearSource forecasts to **deliver final draft reporting for the User Fees and Cost Recovery Policy Analysis 120 days from project commencement**. These reporting documents will enable final presentation, final edits based on management and/or legislative review and input, and any necessary public procedure thereafter along the District's timeline and legislative priorities.

Sample Calendar Timing

Exhibit 4 illustrates the estimated time for completion of our previously described work plan tasks and timing of deliverables. As an example of project timing, **commencement in December 2021 will yield a final draft report no later than March 2022, unless elongated by initiation of the optional enhanced**

engagement. ClearSource understands the District expects the project to be completely closed by June 30, 2022.

COVID-19 & FUTURE CONDITIONS | During the COVID-19 pandemic response and its aftermath, the ClearSource consulting team will **remain flexible to serve the District within the formats it prefers and requires**, as our society adapts and reacts to changing stay-at-home orders, social distancing guidelines, and the changing workplace emerging from pandemic operations.

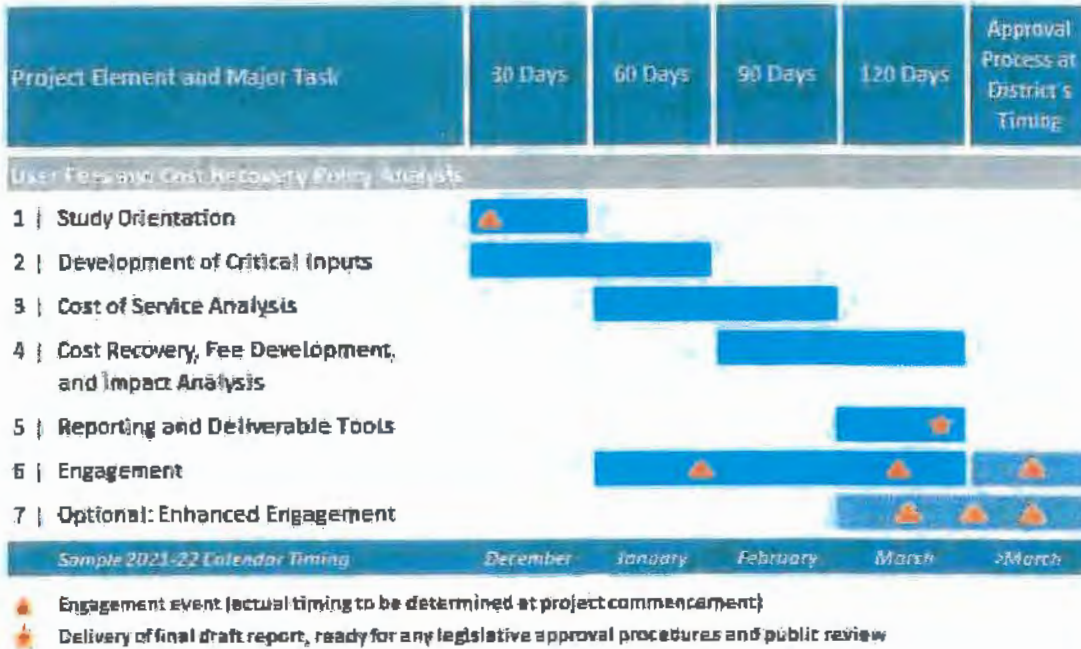
We will accommodate either in-person and onsite events when needed and participate in or facilitate live video conferencing to conduct the work and proceedings of the project and implementation of its results. We will be guided by the District on its preferred operations with respect to these event formats.

SCOPE OF WORK

From our perspective, the adaptations needed to work within changing COVID-19 protocols and the evolution of agency workplaces should

have no diminishing effect on our team's performance or expected schedule of the study.

EXHIBIT 4 | PROJECT TIMELINE FOR THE USER FEES AND COST RECOVERY POLICY ANALYSIS



PROJECT BUDGET

Maximum Price

For the **User Fees and Cost Recovery Policy Analysis**, ClearSource presents the following fee:

➤ **TOTAL BASE COST: \$19,800**

For this total consulting cost, the study will deliver a cost of service-based schedule of user fees, including full cost quantitative analysis for direct and indirect costs, cost recovery analysis and policy proposals, fee comparison, documentation, and legislative process facilitation and implementation support.

➤ **OPTIONAL ENHANCED ENGAGEMENT: \$4,500**

At the District's option at any point during the project, for this additional consulting cost, ClearSource will facilitate up to three additional events to support an enhanced public engagement process in formats selected by the District.

This total fee is based on our consulting team's careful review of the District's existing fee schedules, service provisions, organizational structure, and apparent financial performance, noting the breadth of direct, fee-related services that may fall under review in this effort. **Our proposal ensures that all user fees eligible for the methodology can be analyzed without shortcuts or explanations for non-analysis and that process is carried through to successful implementation of feasible outcomes.**

This consulting fee includes all direct and indirect costs associated with our professional labor, as well as applicable direct expenses for the project. ClearSource does not bill for direct expenses such as travel and document production.

Components of the Maximum Price

ClearSource commits to this consulting fee as a **maximum, not to exceed cost**. It is our practice to complete our defined scope of services without requests for contract amendments.

Exhibit 5 on the following page illustrates the detail behind our presented maximum price for the User Fees and Cost Recovery Policy Analysis. This includes labor time paired with hourly rates by study and task described in the work plans included in this proposal.

Rates for Additional Services

For the team members specifically assigned to this study, the following hourly rates shall apply for the duration of the project and until at least June 30, 2022:

- Project Manager: \$150 per hour
- Principal Consultant: \$150 per hour
- Senior Consultant: \$150 per hour

These rates will only be utilized to the extent the District requests our team to perform services outside the defined scope of services described later in this section and after an addendum to the contract has been approved by the District.

Manner of Payment

ClearSource will issue monthly progress reports to the District. Accompanying monthly invoices will be based on progress recorded to the project following the major tasks described in our work plan. We will not invoice for tasks not yet completed, and we will not submit a final invoice until work is completed as scoped in our separate technical proposal. Total invoices issued over the course of the study will not exceed the maximum price presented here.

PROJECT BUDGET

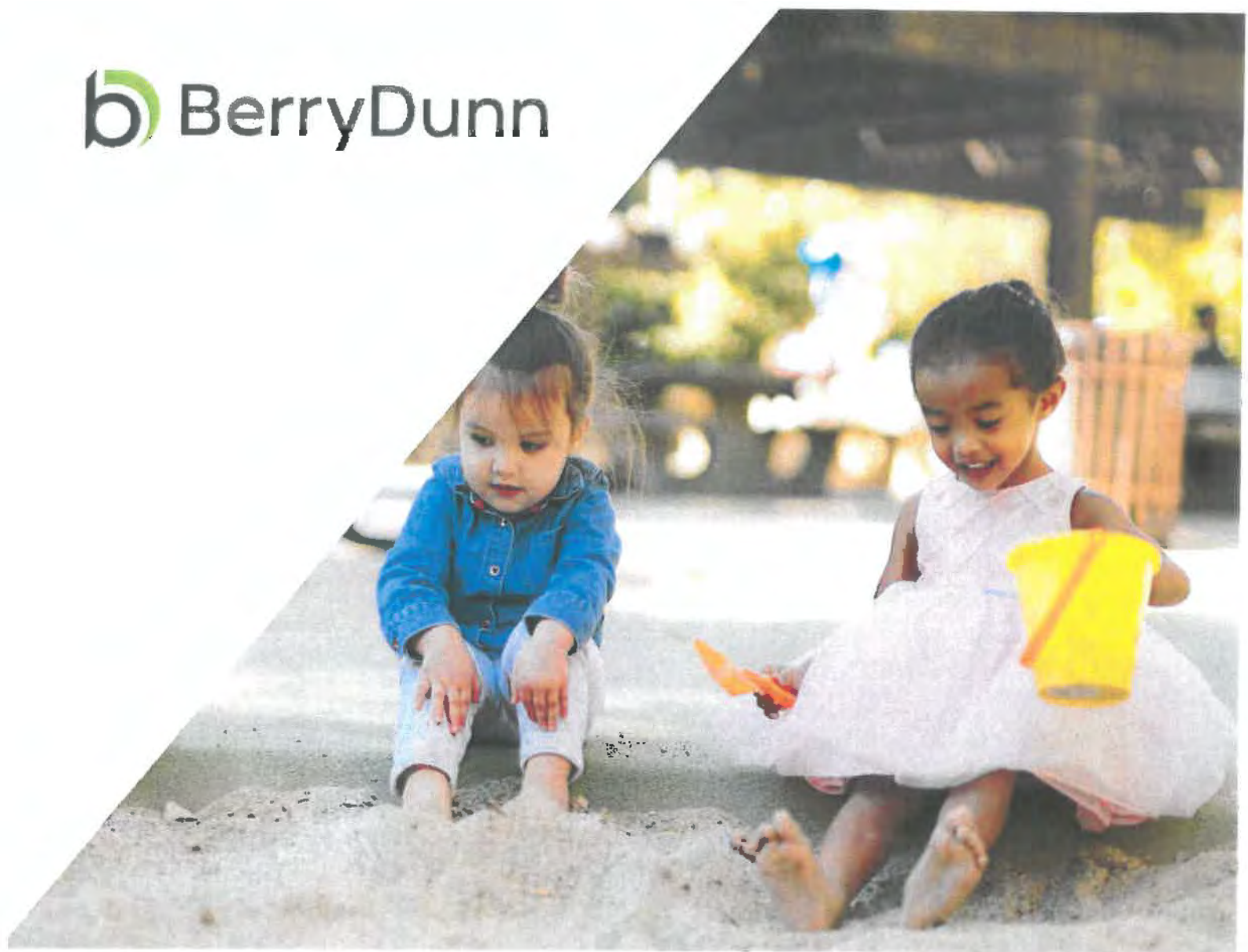
EXHIBIT 5 | COST DETAIL BY STUDY TASK FOR THE USER FEES AND COST RECOVERY POLICY ANALYSIS

Project Element and Major Task	ClearSource Labor			Total Project	
	Proj. Mgr. Principal	Senior Cons.	Senior Cons.	Professional Labor	Consulting Fee
	Madson	Hale	Schroeder		
Professional Hourly Rates:	\$150	\$150	\$150		
User Fees and Cost Recovery Policy Analysis:					
1 Study Orientation	6	0	2	8	\$ 1,200
2 Development of Critical Inputs	10	1	14	25	\$ 3,750
3 Cost of Service Analysis	16	10	20	46	\$ 6,900
4 Fee Development and Impact Analysis	10	2	10	22	\$ 3,300
5 Reporting and Deliverable Tools	6	2	6	14	\$ 2,100
6 Engagement	12	0	5	17	\$ 2,550
Subtotal Fee for Single Element	60	15	57	132	\$ 19,800
7 OPTIONAL: Enhanced Engagement	15	0	15	30	\$ 4,500
Subtotal Fee for Optional Element	15	0	15	30	\$ 4,500
Grand Total Not to Exceed Fee for All Elements	75	15	72	162	\$ 24,300

OTHER FINANCIAL INFORMATION

ClearSource has no negative history to disclose to the District. We have no alleged significant prior or ongoing contract failures, no civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five years.

ClearSource has no conflict of interest to disclose to the District. We have no personal, professional, or financial relationships with any officer and/or employee of the District.



PROPOSAL TO THE
**Pleasant Valley Recreation and
Park District**

TO PROVIDE
**User Fees and Cost Recovery Policy
and Analysis**

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207.541.2200

Chad Snow, Principal
csnow@berrydunn.com

Lisa Paradis, Project Manager
lparadis@berrydunn.com

Proposal Submitted On:
October 8, 2021 | 5 p.m.



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1. Transmittal Letter

October 8, 2021

Pleasant Valley Recreation & Park District
Attn: Jessica A Puckett, CPRP
1605 E. Burnley Street
Camarillo, CA 93010

Dear Jessica Puckett:

On behalf of BerryDunn McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to submit this proposal in response to the Pleasant Valley Recreation and Park District's (the District's) Request for Proposals (RFP) for User Fees and Cost Recovery Policy Analysis.

BerryDunn is an independent consulting and certified public accounting firm based in Portland, Maine. Since 1986, our Consulting Services Group has helped local government clients better serve their constituents, inspire community engagement, and strengthen public trust. Our **Parks, Recreation, Libraries Practice** focuses on supporting parks and recreation agencies across the country to address the unique goals and challenges of their communities. Our team members often lead cost of service analysis and cost recovery projects as well as district-wide strategic and master planning processes.

As you will read in our proposal, our approach is rooted in our team members' prior experience working in public sectors parks and recreation and finance departments. We understand the parameters that go into defining service fees, how costs are recovered for a healthy operation, and how cost recovery efforts can enhance strategic planning efforts. We will provide the District with holistic recommendations and easy-to-use tools that help ensure the long-term success of this project.

Additionally, BerryDunn has observed challenges and opportunities arise as our clients and their communities respond to the COVID-19 pandemic. Recreation programs and facilities especially have been profoundly affected. As the public health situation evolves, the concepts of physical space, safety, and inclusion are inspiring new conversations of what defines a healthy, vibrant society. Parks and recreation agencies like the District are navigating pandemic-related funding changes, increased demand for recreation services, ongoing public health restrictions, and an increased need for janitorial supplies and staffing. Our firm has assisted clients in adapting to these changes throughout the pandemic, and we are well positioned to assist the District as it understands the true impact the pandemic has had and will continue to have on its user fees and cost recovery policy.

As a principal in BerryDunn's Local Government Practice Group, I am authorized to bind BerryDunn to the commitments made in this proposal. Should you have any questions, please do not hesitate to contact me directly. Thank you for the chance to present our approach, experience, and desire to work with the District.

Sincerely,



Chad Snow, PMP®, CFE | Principal
2211 Congress Street | Portland, ME 04102
207-541-2294 | csnow@berrydunn.com

2. Description and Qualifications of the Firm

NAME

Berry Dunn McNeil & Parker, LLC (BerryDunn)

FOUNDED

1974

HEADQUARTERS

2211 Congress Street
Portland, ME 04102
207-541-2200

LOCATIONS

Maine

Massachusetts

New Hampshire

Connecticut

West Virginia

Arizona

BUSINESS TYPE

Limited Liability Company

EMPLOYEES

600+ nationwide

2.A. Introduction to BerryDunn

BerryDunn is an independent management and consulting firm with a Consulting Services Group dedicated to serving state, local, and quasi-governmental agencies. We are a Limited Liability Company (LLC) formed in 1974 with 58 principals and 29 owners, each holding an equal share of the firm's ownership. We have experienced sustained growth throughout our 47-year history.

Our firm provides a full range of professional services, including IT and management consulting; tax, audit, and accounting services; and wealth management.

With over 600 staff members (including 250 in our Consulting Services Group), we have a long and successful history of working with state and local agencies across the country in support of operational, business process, and technology initiatives.

Our Local Government Practice Group brings a holistic perspective gained from experience assisting the various branches of local government—from **parks and recreation to finance and administration**, K-12 education, utilities management, planning and development services, technology management, health and community services, and justice and public safety.

BerryDunn's Park, Recreation, Library Practice provides strategic and master planning, financial analysis, change management, feasibility studies, and service quality assessments. Many of our Parks, Recreation, Library consultants are former industry practitioners and seasoned advisors. We offer our clients deep industry expertise built upon decades of experience working in and with agencies on strategic planning, needs analyses, master planning, financial analyses, cost recovery, and quality assessments. Our team leverages this experience to help municipal, regional, and county parks and recreation departments achieve their management and planning goals.

In a world where local and regional agencies have to be exceptionally efficient and responsive amidst demands for modernization and transparency, **our mission is defined by our commitment to keeping what is important to our clients front and center: their communities.**



2.B. Relevant Experience

Parks and Recreation Industry Experience

Our strong history of providing consulting services to local government agencies nationwide includes a **Parks, Recreation, Libraries Practice** focused on supporting initiatives related to master and strategic planning, financial analysis, design, technology, and organizational development.



Parks and Recreation Practice Mission
To improve organizations, people, and processes through innovative strategies and solutions.

BerryDunn's culture is centered on a deep understanding of our clients' commitment to serving the public, and we proudly tailor our projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work.**

All of the Parks, Recreation, Libraries Practice's engagements are defined by supporting our clients' vision, focus, and continuous improvement by looking beyond the industry. We assure quality by understanding the client's expectations up front, developing a reasonable and achievable project approach, gaining concurrence on project tasks and timing, and using appropriate staff for each engagement.

Visible Expertise in the Industry

Our team members regularly speak at industry conferences and events, including the National Recreation and Parks Association (NRPA) Annual Conference. BerryDunn is an active participant in the NRPA, which enables us to stay apprised of trends and best practices to share with our clients.

Recent sessions include:

- ▲ "The Case of Cost Recovery: Why, How, and Does it Work?"
- ▲ "Measuring Organizational Performance"
- ▲ "Lemons into Lemonade: Innovating Through COVID Crisis"
- ▲ "How Parks and Recreation Can Support Mental Health Challenges"
- ▲ "Leading to Create Organizational Excellence"
- ▲ "Is Influencer Marketing Right for Your Agency?"
- ▲ "Engage the Silent Voices"
- ▲ "Successfully Implementing a Strategic Plan"

Follow the link to the right to view "Measuring Organizational Performance," led by business analyst Jesse Myott as part of the Pennsylvania Park Maintenance Institute's *Shop Talk* series.



Local Government Finance from Multiple Perspectives

In Table 1, we provide a representative sample of our team's experience conducting fee study, cost recovery, and cost allocation planning projects for various local government departments across the country. This well-rounded perspective will bring added value to the District. BerryDunn's holistic approach will center on both District staff and the constituents you serve.

Table 1: Sample Experience of Services Provided Across Departments

Department/Service Area	Client	Work Performed
Parks and Recreation	City of Mobile, AL	Cost recovery and policy development
	City of Westminster, CO*	Cost recovery model and growth strategies
	Town of Amherst, MA	Cost recovery and fee analysis for the Department of Leisure Services and Supplemental Education (LSSE)
	Willamalane Park and Recreation District, OR*	Cost recovery model and subsequent 5-year update
Information Technology (IT)	National Recreation and Parks Association*	Cost recovery, budgeting, and service delivery sessions
	City of Irving, TX	Cost allocation plan, with the overarching goal of establishing a repeatable methodology to calculate the contributions each other department should bear
	City of Bozeman, MT	Community development review fee study
	City of Gainesville, FL	Building permit fee study
	City of Dallas, TX	Peer city comparative building permit fee study
Community Development and Utility Operations	City of Fernandina Beach, FL	Building Division cost-of-service fee study
	City of Homestead, FL	Workflow and comparative fee analysis for planning, permitting, inspections, code compliance, and business licensing
	City of Tucson, AZ	Cost-of-service study and fee schedule redesign for planning and development services, transportation, and fire departments
	Town of Longboat Key, FL	Comprehensive fee study including planning, zoning, building, and fire-related fees
Citywide	Travis County, TX	Development review process fee study as part of a comprehensive assessment of the transportation and natural resources department
	City of Daly City, CA	Citywide fee study
	City of Villa Park, CA	Citywide fee and rates charges study

*Completed by a team member prior to joining BerryDunn

3. Staffing

3.A. Team Overview

Our team members bring valuable perspectives from their experiences leading parks and recreation agencies and supporting agencies through cost recovery, strategic planning, and master planning projects. Figure 1 illustrates our team organization and leadership.

Figure 1: BerryDunn Team Organization



3.B. Roles, Responsibilities, and Qualifications



Chad Snow, PMP®, CFE
Principal-in-Charge

Chad is the principal and leader of BerryDunn's Local Government Practice Group. He has more than 27 years of experience working with local government agencies, as well as extensive experience assisting government clients with project management, technology planning, business process improvement, system implementation and design, and enterprise systems. As principal-in-charge, Chad

will have overall responsibility for the services we have proposed to the District.

Highlighted Experience

Sonoma Resource Conservation District, CA
Metro Parks Tacoma, WA
Galveston County, TX
City of Bloomington, MN

Education, Certifications, and Affiliations

BA, Criminology, University of Southern Maine
AS, Law Enforcement Technology, Southern
Maine Technical College
Project Management Professional® (PMP®),
Project Management Institute®
Certified Fraud Examiner (CFE) Association of
CFEs



Lisa Paradis, MBA, CPRP
Project Manager

Lisa is a manager in BerryDunn's Parks, Recreation, Libraries Practice. She has more than 25 years of experience in public parks and recreation, most recently as director of the Brookline, Massachusetts Recreation Department from 2007 to 2018. Lisa specializes in providing strategic planning, financial analysis, and organizational management for community parks and recreation agencies. Lisa has helped many organizations and communities embrace systemic challenges through action-oriented strategic planning as well as financial and organizational management. She understands the importance of a thoughtful, mission driven, community-centric, and implementable approach.

Highlighted Experience

- Maryland National Capital Park and Planning Commission – Youth Sports Strategic Plan
- City of Jefferson City, MO – Parks and Recreation Cost Recovery Analysis
- City of Mobile, AL – Parks and Recreation Cost Recovery and Policy Development
- City of Lauderdale Lakes, FL– Parks and Recreation Master Plan
- City of Milton, GA– Citywide Strategic Planning

Education, Certifications, and Affiliations

- MBA, University of Massachusetts, Amherst
- BA, Political Science, University of Massachusetts, Amherst
- Certified Park and Recreation Professional, National Recreation and Park Association
- American Academy of Park and Recreation Administration (AAPRA), 2018



Jesse Myott, MA
Business Analyst

Jesse is a senior consultant in BerryDunn's Local Government Practice Group and regularly supports parks and recreation projects. He brings nearly a decade of public sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for town programs and services. His background as a financial and management leader for local governments including the Cities of Daly City and South San Francisco, California and the Town of Brookline, Massachusetts have given him broad exposure to the services similar to those provided by the District.

Highlighted Experience

- City of Jefferson City, MO – Parks and Recreation Cost Recovery Analysis
- City of Mobile, AL – Parks and Recreation Cost Recovery and Policy Development
- City Bozeman, MT – Community Development Review Fee Study
- City of Fernandina Beach, FL – Building Department Fee Study

Education, Certifications, and Affiliations

- MA, History, San Francisco State University
- BA, History, University of Rhode Island
- AS, Champlain College
- California Society of Municipal Finance Officers (CSMFO) (former)
- Municipal Management Association of Northern California (MMANC) (former)

4. References

4.A. Client References and Examples

Below, we present three references for clients of similar size, scope, and complexity for the District's review and consideration. We believe these clients speak well to the qualifications, experience, specialized knowledge, and service delivery our project team members will provide to the District on this engagement.

City of Villa Park, California

Fees and Charges Rate Study

Alyssa Manassero | Management Analyst

714-998-1500 | alyssa@villapark.org

BerryDunn conducted a comprehensive review of the City's fee and rate structure and performed a full cost analysis in order to establish a consistent and objectively based fee and rate structure while still meeting the revenue requirements of the City. BerryDunn compared service costs with existing cost recovery levels; identified and reported on all fee and rate levels that were lower (and/or higher) than total cost recovery; and determined the necessary and appropriate rate of recovery for all fees by type of fee. BerryDunn identified service areas where perhaps the City should charge more, in light of the City's practices or the practices of comparable and neighboring cities. BerryDunn developed proposed recommendations and an updated Master Fee Schedule for City Council adoption. BerryDunn compiled findings in a final report and cost model. Findings and recommendations were successfully presented to the City Manager and the City Council.

Key Team Members: Jesse Myott served as project manager

Project Dates: October 2020 – March 2021

Manatee County, Florida

Building and Development Services Fee Study

Alicia Baer | Fiscal Analyst

941-748-4501 | alicia.baer@mymanatee.org

BerryDunn is assisting the Manatee County Building and Development Services Department conduct a cost of service fee study for its permitting fee schedule. This effort is intended to ensure the County's fee schedule is informed by the actual cost of providing these services. Our approach involves a thorough review of existing data and background material; interviews with staff and key stakeholders; a personnel services analysis; review of operating and capital budgets; and development of methodologies for calculating fees. This project includes multiple rounds of review with staff and stakeholders and a final presentation to the Building and Development Services Department, staff, and the Board of Commissioners.

Key Team Members: Jesse Myott is serving as project manager

Project Dates: June 2021 – Present

City of Mobile, Alabama

Parks and Recreation Cost Recovery and Policy Development

Shonnda Smith | Director

251-208-1600 | shonnda.smith@cityofmobile.org

BerryDunn is currently working with the City's Parks and Recreation Department to develop a Cost of Services Analysis and Fee Study. The City's goals are to understand the total cost of its provided services and identify potential fee deficiencies in order to understand its true cost of providing services and inform policy decisions regarding the most appropriate fees to charge. Our approach includes a cost of service analysis and fee study; cost recovery philosophy model and policy development; and implementation, inclusive of a staff workshop.

Key Team Members: Lisa Paradis and Jesse Myott are leading this project

Project Dates: February 2021 – Present

5. Scope of Work

5.A. Project Understanding

Understanding the District's Needs

Formed in 1962 to provide the greater Camarillo community with quality programs, parks, and facilities, the District has grown from one park to 28 and now serves a population of over 70,000. The District provides everything from an Aquatic Center and a Senior Center to youth, adult, and senior fitness classes and recreation programming; outdoor education; sports leagues; special events, and more. The District has maintained its mission to provide and maintain a full range of quality facilities and programs focused on leisure, recreational, and athletic activities that support both organized activities and casual use for residents of all age groups.

As part of the 2021 – 2026 Strategic Plan, the District identified Sustained Financial Stability as one of its top priorities. In pursuit of this, the District sees the need for a comprehensive Fee Study and Cost Recovery Analysis that will explore funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organization fees, and recreation facility rental fees.

The District is seeking a consultant who can conduct a general review of current fees, fee methodology, and allocation plan; determine the true costs of the District's various services; provide recommended adjustments to the District's fee schedule; and develop an implementation plan. The project should be interactive and holistic and guided by the District's core values: adaptable and diverse; building understanding and loyalty; organizational excellence and empowerment; stewardship and sustainability; partnerships and communication; and integrity. The project must also recognize the impact that the COVID-19 pandemic has had on public-sector parks and recreation agencies like the District and how the evolving public health situation may continue to influence the District in the future.

How BerryDunn Can Help

We are confident that we are best suited to assist the District with this effort. We ask that the District consider the following reasons as to why BerryDunn would be the ideal partner on this initiative:



The District will benefit from our consultants' experience working in the public-sector—we understand your challenges and priorities because we have held similar positions.

- ▶ Project Manager Lisa Paradis has more than 25 years of experience in parks and recreation. Lisa has led cost recovery and financial sustainability projects in dozens of communities, both as a recreation director and as a consultant.
- ▶ Business Analyst Jesse Myott brings nearly a decade of public-sector experience, including as Financial Analyst for the City of South San Francisco, California; Management Analyst for the City of Daly City, California; Director of Administration and Finance for the Town of Watertown, Massachusetts; and Data and Performance Analyst for the Town of Brookline, Massachusetts.



We will provide the District with training and easy to use tools, such as Excel-based models. This will help ensure staff understand our calculations and recommendations. We aim to give the District a usable tool to update service fees in the future, and we will work

with the District to promote buy-in and understanding in order to increase the User Fee and Cost Recovery Policy's long-term success.



We are committed to serving clients throughout California (the State).

BerryDunn is committed to serving public-sector clients and their communities throughout the State. We have developed a strong understanding of the State's municipal landscape through recent or ongoing engagements with the clients listed below. Additionally, our business analyst Jesse Myott previously worked for the Cities of Daly City and South San Francisco.

- ▶ City of Alameda
- ▶ City of Belmont
- ▶ City of Coronado
- ▶ City of Fountain Valley
- ▶ City of Irvine
- ▶ City of La Mesa
- ▶ City of Livermore
- ▶ City of Long Beach
- ▶ City of Novato
- ▶ City of Oxnard
- ▶ City of Redding
- ▶ City of Redlands
- ▶ City of Santee
- ▶ City of Simi Valley
- ▶ City of Villa Park
- ▶ Sonoma Resource Conservation District



We share your values. We believe in the power of parks and recreation to enhance the social, emotional, and physical wellbeing of our communities. Our ultimate mission is to help our valued partners transform and innovate their processes, strategies, and cultures in order to better serve the public. Like the District, we recognize that through athletics, fitness, education, arts, and events, we grow as individuals and as communities.

Applied Methodologies

To help ensure that project objectives are met and initiation and completion of related tasks are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Group employs project management best practices from the Project Management Institute's (PMI®) Project Management Body of Knowledge (PMBOK®), Version 7. Our approach includes applying standard processes across the project management life cycle, as depicted in Figure 2, providing a framework for managing any type of project.

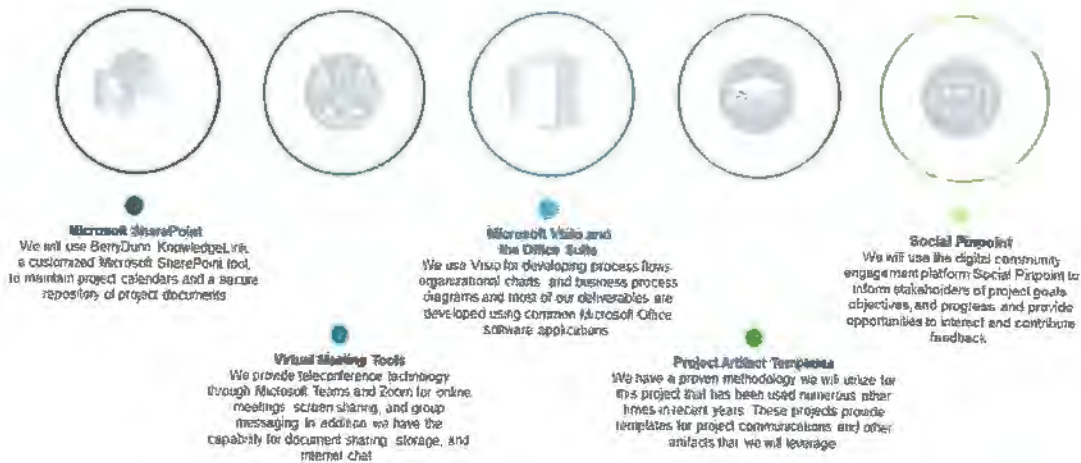
Figure 2: Project Management Life Cycle



Technology Needs

BerryDunn expects the COVID-19 outbreak to continue to influence how we work with our clients. The District can rely on our team's ability to stay flexible and use existing tools and methods to keep your project moving along. For the daily management and undertaking of project tasks, we use technology that is familiar or intuitive to most users in addition to our project resources assembled from years of public sector consulting, as detailed below in Figure 3.

Figure 3: Resources and Technology Toolkit



Public Engagement

During user fee and cost recovery projects, it is critical to engage community members and other key stakeholders to gauge their fee tolerances and philosophies. It is equally important to provide comprehensive, equitable engagement that reaches a cross-section of the population. Additionally, residents have become accustomed to having accessible, virtual alternatives to events and initiatives. To address these realities, BerryDunn has developed highly interactive community input methods, including the use of online community engagement software, such as **Social Pinpoint**, to inspire virtual engagement and create a place for community members to check in throughout the project.

Social Pinpoint is a customizable web-based community engagement platform used to facilitate public input. It has a broad range of capabilities, including community forums, mapping, idea walls, surveys, and other tools, which have delivered results on thousands of community engagement projects. Additionally, Social Pinpoint can easily be translated into multiple languages to accommodate everyone in the community. This will prove especially important when engaging a diverse population. We have found that the use of an online platform greatly improves community engagement outcomes and helps to increase equitable access to engagement opportunities.

Figure 4: Social Pinpoint Snapshot



BerryDunn will work with District staff to create a project-specific Social Pinpoint site that will keep the community informed of the project and provide citizens a means to share valuable input. Using this interactive online tool can strengthen the District's relationship with its constituents and stakeholders, resulting in a diverse collection of feedback that will inform better planning outcomes.

BerryDunn will collaboratively determine which Social Pinpoint tools will best serve the desired outreach outcomes. We anticipate that the District will see value in utilizing Social Pinpoint's survey, mapping, forums, and idea walls, and we look forward to discussing and customizing the District's landing page to reflect its needs and desires, goals and objectives, and community culture.

5.B. Project Work Plan

Overview

Below and on the following pages, we provide a detailed breakdown of our approach to complete the District's Cost Recovery Model and Strategic Plan.

Figure 5: BerryDunn's Work Plan Overview



Details

PROJECT INITIATION AND MANAGEMENT

0.1 Conduct project planning. We will facilitate an initial planning teleconference between BerryDunn's team and applicable District staff to confirm project goals, objectives, and expectations and to gain a thorough understanding of the current practices and procedures employed by the District to provide various recreational services and to gain an understanding of the District's current fee assessment policies and practices. During this meeting, we will discuss methods of creating effective communication between BerryDunn and District staff, such as ongoing telephone/teleconference/email check-ins and status reports.

0.2 Request and review data and background documentation. We will send a data request sheet identifying the documents we need in order to conduct our analysis. Data request items will include, but may not be limited to, current fee schedules, list of existing permit and service types, revenue and expenditure budgets and reports, detailed revenue reports by permit or service type, organizational chart(s) and staffing rosters, personnel salary and benefit data, and fiscal year demand by permit and service type.

Deliverable 1: Project Work Plan and Schedule

0.3 Conduct ongoing project management activities. Throughout the project, our project manager and business analyst will provide status reports that describe the activities and accomplishments for the reporting period, plans for the upcoming week, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable.

Deliverable 2: Biweekly Project Status Updates

PHASE 1

Cost of Service Analysis and Fee Study

1.1 Interview staff and stakeholders. We will conduct a series of interviews with staff and stakeholders remotely via video conference. Our goal during these meetings will be to gain an understanding of the general process and steps necessary to process each permit, deliver each service, and determine the approximate level of effort necessary. This data will inform our understanding and analysis of the current fee structure and, where necessary, provide a foundation for recommendations pertaining to adding, revising, or eliminating fee types.

1.2 Conduct a District personnel services analysis. Based on our interviews with staff and stakeholders and our review of personnel budgets and rosters, we will identify all staff providing direct District services. We will work with staff to determine estimated time spent on permit review and issuance, recreational service delivery, and any other applicable service provided. This information will help us begin assessing the financial impact of personnel costs on District services.

1.3 Review District operating and capital budgets. We will review the annual operating and, if applicable, capital budgets for the District. This task will include a review of budgeted revenues and operating and capital expenses on a select fiscal year basis.

1.4 Project District costs for providing services. The goal of this task will be to determine the total projected cost of District operations and service provision for a selected fiscal year (specific year to be defined in collaboration with the District project team). As a starting point, we will use data and insight gained from reviewing the operating and capital budgets and conducting the personnel services analysis.

Using this data and insight, we will develop and prepare a comprehensive cost model that calculates, identifies, totals, and distributes allowable direct and indirect costs to all District services. In order to accurately and reasonably do so, the model will, at a minimum, calculate and identify:

- ▶ *Total expenditures:* Using information provided by the District (most likely from the District's financial system), we will determine total costs for each budget and / or accounting segment applicable to District services.
- ▶ *Unallowable and excluded costs:* Building off the analyses undertaken by determining total expenditures in the previous bullet point, we will determine all unallowable costs, excluded costs and any other distorting items, and remove them from the model's calculations.
- ▶ *Direct costs:* We will determine all costs that can be tied specifically to a District service and therefore may be assigned as an expense.
- ▶ *Indirect costs:* We will determine all costs incurred for a common or joint purpose benefiting more than one District service, primarily by reviewing the District's current cost allocation plan, if applicable, or using pre-assigned calculated costs and working with staff to determine appropriate indirect cost amounts to assign.

We will reconcile all identified costs and expenditures from the previous analyses to select District financial statements and / or budget documents, working with staff to develop explanations for material variances. We will then work with the District to solicit and review any additional financial information necessary to calculate District direct costs, and identify allowable districtwide indirect costs.

The District will be responsible for providing all financial information for review and agreed-upon assumptions pertaining to budget and actual data. Completion of this task will provide the foundation for assessing current District cost recovery and fee levels, and calculating new fee levels, where applicable.

PHASE 1

Cost of Service Analysis and Fee Study

1.5 Recommend methodologies for calculating fees and the amount of each fee. Based on the work completed in previous tasks, we will provide the District with recommendations for calculating fees to offset identified costs. Using the calculated cost recovery percentage as a starting point, we will work with the District to identify cost recovery targets and provide consultative recommendations for how the District may arrive at the desired targets by setting fees at specific levels. We will also provide the District consultative recommendations pertaining to District service types where it is not feasible to recover the full cost of providing the service, and we will also identify those instances where full cost recovery is attainable.

Deliverable 3: Cost of Service Analysis and Fee Schedule Update

PHASE 2

Setting Direction: Strategic Vision and Alignment and Performance Measures

2.1 Meet with staff and stakeholders. In order to further understand how the District's leaders, staff, customers, residents, businesses, and community stakeholders view the current environment and issues of strategic importance, our project team will work with the District to identify which stakeholders to include to help ensure that the strategic policy development process is representative of the diversity and broad perspectives within the District. This inclusion will encourage engagement, interest, and excitement across the District and help to ensure alignment and cohesion for the District's strategic direction.

2.2 Develop a strategic cost recovery policy and strategy. The District can be confident that our collaborative and holistic approach will result in an actionable cost recovery plan and policy that reflects the goals, mission, and vision of the District, due to our thorough information-gathering and analysis activities and our focus on developing performance metrics and outcome measures. Using the work performed developing the full cost analysis, we will seek to fully understand the District's current environment, emerging trends, and opportunities to align this effort with other initiatives occurring within the District. With this understanding as the foundation, we will help the District develop sound strategies and effectively monitor, track, and report the District's progress.

2.2 Develop performance measures. We will focus on strategic objectives, service levels, and key financial elements and develop performance indicators/metrics that will allow the District to continuously assess its progress toward the goals it has set. With an eye toward quality and not necessarily quantity, we will work with District staff to develop meaningful, easy to understand, performance indicators/metrics which directly relate to goals and objects identified in the cost recovery plan and policy.

Deliverable 4: Cost Recovery Policy and Performance Measures

PHASE 3

Draft Cost of Service and Fee Study Report

3.1 Develop Draft Cost of Service and Fee Study. We will prepare a Draft Cost of Service and Fee Study Report to present the results of the study. This report will summarize the findings and recommendations from our cost of service analysis and review of all District fees. The report will include, at a minimum: total amounts of identified and assigned personnel and non-personnel costs; a current inventory of fees; specific cost recovery levels for each permit or service (or permit of service group) analyzed; fee revenue; fee design; revenue projections; and additional, applicable findings and recommendations. Furthermore, the report will include a cost recovery policy recommendation along with applicable performance measures.

3.2 Solicit feedback from staff and stakeholders. We will submit the Draft Cost of Service and Fee Study Report to select staff and District officials for review and comment, and we will review preliminary findings with select staff and District officials in a teleconference. Major findings we will review during this teleconference and desired modifications to any report element will be discussed, documented, and included in the draft study.

Deliverable 5: Draft Cost of Service and Fee Study Report

PHASE 4

Final Cost of Service and Fee Study Report

4.1 Update report to final. We will apply edits to the final report according to the District's feedback and submit for review before meeting virtually.

4.2 Update cost model to final. We will apply edits to the final Microsoft Excel cost of service model, incorporating the District's feedback and submit them for review before meeting virtually. Once finalized, we will also conduct a training session with selected staff to go over the model, so District staff may utilize the model to adjust fees as necessary for the District's future needs.

4.3 Solicit Feedback from the District. We will meet with the District project team to review the report and cost model, making changes as needed before updating to final.

4.4 Prepare and submit final report document. We will prepare a final report document and provide a single PDF file of the report that can be made available to the District, along with the Microsoft Excel version of the cost model.

4.5 Present final findings and recommendations to the District. BerryDunn will present our report and cost model findings to select District staff and the District Board of Directors in order to facilitate an understanding of our key findings and recommendations and incorporate any feedback desired.

Deliverable 6: Final Cost of Service and Fee Study Report

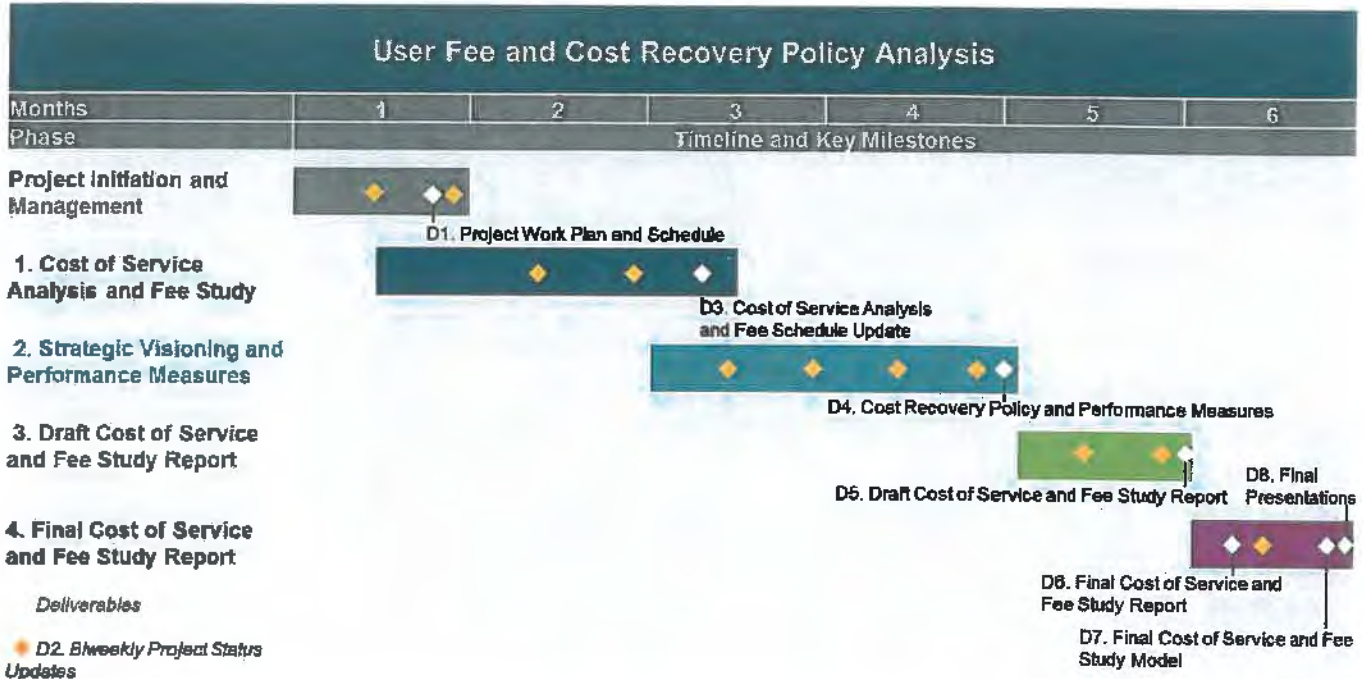
Deliverable 7: Final Cost of Service and Fee Study Model

Deliverable 8: Final Presentations

5.C. Proposed Timeline

In Figure 6 below, we provide a high level timeline to complete the District's requested scope of work. We expect this project to take approximately 6 – 8 months, and we will identify key dates in coordination with the District when developing the formal schedule during project planning.

Figure 6: Proposed Project Timeline



6. Project Budget & Other Financial Information

6.A. Contract and Litigation History

BerryDunn does not have any alleged significant prior or ongoing contract failures or any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five years.

6.B. Proposed Costs by Project Phase

Table 2 presents our proposed costs for completing the District's requested scope of work. We developed our costs based on the following factors:

- ▲ Our detailed work plan narrative presented in our proposal
- ▲ Our staffing plan and resource allocation, which provides the District with the appropriate number of resources and the ideal level of expertise to complete the tasks defined in the RFP
- ▲ Our experience conducting projects of similar scope and size

Table 2: BerryDunn's Proposed Fees

	Phase	Estimated Hours	Cost
	Project Initiation and Management	23	\$4,385
1	Cost of Service Analysis and Fee Study	53	\$10,420
2	Strategic Visioning and Performance Measures	22	\$5,310
3	Draft Cost of Service and Fee Study Report	18	\$4,300
4	Final Cost of Service and Fee Study Report	18	\$4,295
	Total	134	\$28,710

Hourly Rates

Table 3 presents hourly rates for each of our proposed project team members.

Table 3: Team Member's Hourly Rates

Team Member	Hourly Rate
Chad Snow <i>Principal-in-Charge</i>	\$385
Lisa Paradis <i>Project Manager</i>	\$295
Jesse Myott <i>Business Analyst</i>	\$230

Appendix A. Resumes



Chad Snow, PMP®, CFE

Principal-in-Charge

Chad has more than 27 years of experience working with local government agencies and has extensive experience assisting government clients with project management, technology planning, business process improvement, system implementation and design, and enterprise systems.

Relevant Experience

- ▶ Organizational Assessment and Development
Metro Parks Tacoma, WA
- ▶ IT Assessment and Strategic Technology Plan
Sonoma Resource Conservation District, CA
- ▶ Information Technology Assessment and Master Plan
Somerset County Parks Commission, NJ
- ▶ Financial System Selection
Three Rivers Park District, MN

Special Qualifications

Leads the Local Government Practice Group

Education and Certifications

BA, University of Southern Maine

AS, Southern Maine Technical College

Project Management Professional® (PMP®),
Project Management Institute®

Certified Fraud Examiner (CFE)
Association of CFEs

Key Focus Areas

Business Process Improvement: Chad has extensive experience working with local government agencies to review existing processes, identify inefficient activities, and recommend process changes to improve output metrics. His past experience includes multiple software implementations in the State of Connecticut that focused on aligning business processes with software functionality to improve operational efficiency, reporting, and data analysis. Prior to joining BerryDunn, Chad led the Connecticut Tax User Group while employed at Tyler Technologies. This group focused on functions related to the assessor and tax collector.

Operational and Organizational Assessments: Chad has over 20 years of experience leading local government operational and organizational assessments. Past projects have focused on analyzing organizations' operational efficiency and progress against strategic and tactical goals. Components of these projects included, but a not limited to, scope involving staffing, organizational structure review, and collaboration across departments.

Recommendations Development: Chad's focus is to recommend actionable improvements for his clients. He has an in-depth understanding of the local government operating environment and leverages this knowledge to develop recommendations that align with operational goals and objectives. This experience includes work with the tax collector and assessor offices across the country to help align recommendations with available resources, staffing, and technology assets.



Lisa Paradis, MBA, CPRP

Project Manager

Lisa has more than 25 years' experience as a public Park and Recreation Director, most recently in Brookline, Massachusetts. Lisa has helped many organizations and communities to embrace systemic challenges through action-oriented strategic planning and financial and organizational management. Her approach involves creating and implementing cost recovery plans, feasibility studies, strategic plans, and organizational assessments. She understands the importance of a thoughtful, mission driven, community-centric, and implementable approach.

Special Qualifications

25 years of experience as a public park and recreation director

Education and Certifications

MBA, University of Massachusetts

BA, University of Massachusetts

Professional Affiliations

Certified Park and Recreation Professional (CPRP), National Recreation and Park Association

American Academy of Park and Recreation Administration (AAPRA)

Massachusetts Recreation and Park Association Professional of the Year, 2017

Relevant Experience

- ▶ Youth Sports Strategic Plan
Maryland National Capital Park and Planning Commission
- ▶ Strategic and Business Plan Development
Washington Township Recreation Department, OH
- ▶ Recreation Master Plan
City of Lauderdale Lakes, FL
- ▶ Citywide Strategic Plan
City of Milton, GA

Key Focus Areas

Strategic Planning and Organizational Development: As a leader, mentor, and often provocateur, Lisa helps organizations and communities achieve unimagined greatness by embracing systemic challenges through bold, action-oriented strategic planning, financial and organizational management. She is steadfast in her pursuit to challenge professionals to think beyond the obvious and tackle challenges from a variety of perspectives to find the best possible solution for their communities.

Parks and Recreation Cost Recovery: Lisa has led cost recovery efforts for parks and recreation agencies for Cities such as Jefferson City, Missouri and Mobile, Alabama. She works with agencies to understand the true costs of providing facilities and services, identify areas of greatest community impact, and develop creative alternative cost recovery strategies.

Speaking and Training Engagements: Lisa is an expert in parks and recreation and organizational development. She has been a featured speaker at numerous conferences and annually teaches a 3-day Leadership Training course.



Jesse Myott, MA

Business Analyst

Jesse has nearly a decade of public sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue, and expenditure forecasting; customer valuation; and cost of revenue analyses for town programs and services. His background as a financial and management leader for local government like the Cities of Daly City and South San Francisco, California and Brookline, Massachusetts have given him broad exposure to the services similar to those provided by the District.

Special Qualifications

Nearly a decade of public-sector experience

Expert in cost recovery and user fee studies

Education and Certifications

MA, San Francisco State University

BA, University of Rhode Island

AS, Champlain College

Professional Affiliations

California Society of Municipal Finance Officers (CSMFO) (former)

Municipal Management Association of Northern California (MMANC) (former)

Presentations

Massachusetts Recreation and Park Association (MRPA) Annual Conference Speaker 2015 – Cost Recovery Methods

Relevant Experience

- ▶ Community Development Review Fee Study
City of Bozeman, MT
- ▶ Building Department Fee Study
City of Fernandina Beach, FL
- ▶ Citywide Fee and Charges Rate Study
City of Villa Park, CA
- ▶ ERP System Consultant
City of Livermore, CA
- ▶ ERP Needs Assessment and Selection
City of Redding, CA

Key Focus Areas

Fee Studies: Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, developed cost recovery models and water and sewer rate setting models for a number of municipalities in the San Francisco Bay Area, California and Boston, Massachusetts areas.

Business Process Analysis: Jesse is an experienced municipal finance and management professional with nearly a decade of experience serving in many areas of local government both as an analyst and in management roles. His municipal business process knowledge extends through city administration, public works, water delivery and waste collection services, solid waste collection, public safety, economic development and redevelopment, library and recreation services, human resources, capital improvement program development, facility planning, compensation and benefits analysis, and city-wide operating budget planning, monitoring, and delivery.

Finance: Jesse is highly experienced in supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; and customer valuation. In addition to being an adept municipal finance professional, Jesse is particularly accomplished in the areas of public works and engineering budget development and delivery as well as capital improvement project budget development and delivery.

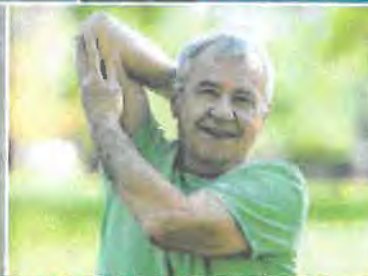
Appendix B. Exceptions

Below, we request one exception to the District's Professional Services Agreement. We believe in being fully transparent about any potential conflicts at the time of proposal. To this end, we have our Compliance Team perform a thorough review. As consultants focused on local government clients, we are well aware of the limitations on exceptions and additional constraints. If selected for this project, we fully expect to work with the District to reach an agreement on these terms that is fair and beneficial to both parties.

Indemnification. Respectfully, we take exception to the District's proposed indemnification provision, as state on Page 5. Our preferred indemnification language, which we believe is fair to both parties, is as follows:

"The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities, and costs arising from the negligent acts of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor shall not be obligated to indemnify the Client for the Client's own negligence."

Our firm carries a \$10 million professional liability policy which protects us and our clients from claims of negligence in professional services, however, the policy itself contains language within it that states that it will not apply to a project when we take on additional liabilities such as an agreement to indemnify for something other than negligence, or costs, or attorneys' fees under a contract.



PROPOSAL FOR CONSULTING SERVICES

User Fees & Cost Recovery Policy & Analysis Pleasant Valley Recreation & Park District



October 8, 2021



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1. TRANSMITTAL LETTER

October 8, 2021

Pleasant Valley Recreation and Park District
Attn: Jessica A. Puckett, CPRP
1605 E. Burnley St.
Camarillo, CA 93010



Dear Ms. Puckett and Members of the Selection Committee:

GreenPlay LLC, is pleased to submit our proposal to develop a full Cost Recovery Model and Policy Plan and Comprehensive Fee Study for the Pleasant Valley Recreation and Park District. This study will serve as the basis for future planning, budgeting, pricing, and resource allocation for parks and recreational services. It will offer a foundation of justifiable decisions related to setting user fees and recovering costs. GreenPlay has completed many similar assessments for communities all over California, including the Desert Recreation District, Santa Ana, Encinitas, San Diego and San Luis Obispo Counties, and the Valley Wide Park and Recreation District to mention a few.

Our proposed team includes Tom Diehl, MS, CPRP, and Chris Dropinski, CPRE, as Co-Project Managers, Chris will also serve as Principal-in-Charge, and Teresa Jackson, AFO, CPO, as Project Consultant. We are able to bring exceptional expertise with director experience and specific training in cost recovery and fee setting, having worked administratively in both municipal and county settings as well as providing consulting services.

PLANNING, FINANCIAL, AND OPERATIONAL SOLUTIONS

We understand that the current economic climate is driving agencies to examine "why" as well as "how" they use the taxpayer investment, and that many agencies are either doing more with less or are trying to be financially sustainable while offering more services. Sometimes agencies have the resources to complete this kind of citizen-centric, systemic philosophical work on their own, and sometimes they require objective assistance. We would like to help you reach your goal by providing you with this innovative and tested scope of work for your consideration, including tools and methodologies for your ongoing use. We will provide facilitation of a specific nationally-accepted process, the Pyramid Methodology, along with our analysis. This methodology is now being used in agencies and is being taught in universities and continuing education realms across the country to help effectively address the issues you are seeking to solve. Our many satisfied clients can confirm successful implementation of this methodology.

OUR EXPERTISE AND EXPERIENCE

We believe that GreenPlay has unparalleled experience in the area of providing cost recovery analysis for public agencies, and specifically for park and recreation entities. GreenPlay staff has been exploring and addressing this issue with agencies since the mid-1990s. Our staff is comprised of previous top-level park and recreation administrators who understand the needs and challenges of public park and recreation agencies. We approach the task with an appropriate blend of entrepreneurial spirit and public sector heart. This type of work is one of our core service offerings at GreenPlay.

Sincerely,

A handwritten signature in blue ink that reads "Chris Dropinski".

Chris Dropinski, CPRE
Sr. Principal and Managing Member, Principal-in-Charge
Phone: (303) 870-8674 (direct)
E-mail: ChrisD@GreenPlayLLC.com



2. DESCRIPTION & QUALIFICATIONS OF THE FIRM

FIRM BACKGROUND

GreenPlay LLC was founded in 1999 with the purpose of serving as a resource for recreation professionals to organize planning and consulting teams that understand their needs. Our team members are:

- **Passionate about Recreation**
- **Experienced in the Field**
- **Objective Third Parties**
- **Knowledgeable About Operating Recreation Programs and Facilities**
- **Understanding of Your Responsibilities**



We conduct thorough plans and studies based on market analysis, community engagement and operational constraints. Our recommendations are based on accurate findings. We will not make recommendations that are not realistic. We can help your agency with recreation facilities and programs in a way that is appropriate and implementable for you.

GreenPlay is led by its two co-owners, Teresa Penbrooke (founder) and Chris Dropinski. We function with three additional Principals (Tom Diehl is one) and Project Consultants (Teresa Jackson is one). Both Principals and Project Consultants are experienced Project Managers.

User fee and cost recovery policy and analysis is one of our core services. We have completed over 55 similar assessments for agencies across the country over the last two decades.

GreenPlay, LLC
1021 E. South Boulder Rd., Suite N, Louisville, CO 80027
303.439.8369 | www.greenplayllc.com

Primary Contact: Chris Dropinski, CPRE
Sr. Principal and Managing Member
303.870.8674 (direct) | chrisd@greenplayllc.com

GreenPlay's Experience and Services

- ✓ Master and Strategic Planning
- ✓ Cost Recovery and Resource Allocation
- ✓ Service Assessment/Core Service Identification
- ✓ Site and Facility Feasibility Studies
- ✓ Business Planning and Policy Research
- ✓ Pricing Studies
- ✓ Revenue Evaluation
- ✓ Public/Private Partnership Facilitation
- ✓ Marketing & Public Relations Strategies
- ✓ Retreat Facilitation & Seminar Planning
- ✓ Accessibility Assessments
- ✓ Transition Plans
- ✓ Cost-Benefit Analysis
- ✓ Risk Management Evaluation
- ✓ Economic Impact Analysis
- ✓ Public Process
- ✓ Traditional & Alternative Funding Analysis
- ✓ GRASP® and Traditional Level of Service Analysis

PROVEN RECORD OF CAPABILITIES AND EXPERIENCE

GreenPlay has a proven record of experience and expertise in parks, recreation, trails, and open space planning. These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, across the country.



22
YEARS IN
BUSINESS



OVER
600
COMPLETED
PROJECTS



175
YEARS OF
EXPERIENCE



46
STATES



24
EMPLOYEES



100%
WOMEN OWNED



4,935*
PARKS
EVALUATED

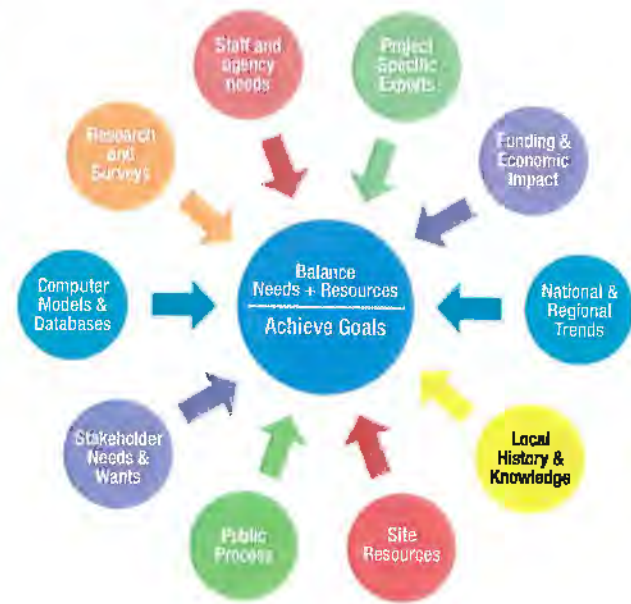


OVER **27,000***
PUBLIC COMPONENTS ASSESSED

* Number in the validated GRASP® national dataset since 2003. We have also evaluated 1,000s more.

OUR PHILOSOPHY

While we at GreenPlay believe computer models, databases, and surveys are valuable, we take our evaluation and assessment tools to the next level by utilizing innovative mixed-methods and processes that are most effective for your individual community. The results provide a more comprehensive solution for achieving your goals. We balance your needs, and those of your stakeholders, with the reality of the available resources.



Our Pledge

We will evaluate your situation, design a strategy, system, or process that will work for your organization, and we will help you to implement it quickly and efficiently. We will work with all levels of staff — senior management, elected and appointed officials, and community stakeholders — and will provide a broad, objective view to help your organization operate in the most innovative, effective, and revenue-enhancing way possible.



Your GreenPlay Consulting Team is...

- ✓ Dedicated to your project and committed to addressing the unique issues and opportunities facing **your** community.
- ✓ Experienced in developing plans and documents that work conceptually and are **implementable** in **your** community.
- ✓ Trained in conducting effective public process by skillfully leading staff and stakeholder interviews, focus groups, and community dialogue.
- ✓ Adept in cultivating supportive relationships with staff and governing body leadership.
- ✓ Effective in creating a public process, along with planning and operational options, that establish a **balance** between innovation and experience, conservation and active recreation, design excellence and cost control, creativity and functional accommodation, and that meet the needs of the community with the resources that are available.
- ✓ Respected for their expertise in strategic visioning, programming, cost recovery analysis, resource management, facility site design, operations, funding options, and bond referendum preparation.
- ✓ Committed to helping you to **achieve your goals** on time and within budget, while providing exceptional customer service.

3. STAFFING

GREENPLAY, LLC



Tom Diehl, MS, CPRP
Co-Project Manager/Principal



Chris Dropinski, CPRE
Co-Project Manager/Principal-in-Charge



Teresa Jackson, AFO, CPO
Project Consultant

Primary Responsibilities:

- Project Management and Oversight
- Management and Organizational Analysis Related to Revenue Generation, Cost Recovery, and Supporting Policies
- Visioning and Development of Recommendations
- Staff, Stakeholder, and Public Engagement
- Successful Development and Presentation of Final Report



Tom Diehl, MS, CPRP, Co-Project Manager/Principal

Tom is a Recreation and Athletics Management Professional with 35 years of experience at both public and private institutions. Tom has concentrated on program and facility enhancement, and his expertise includes strategic and master planning, feasibility studies, revenue generation and fees and charges development, and costing analysis, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

Chris Dropinski, CPRE, Co-Project Manager/Principal-in-Charge

Over her career, Chris has developed a unique and respected approach to addressing challenging areas in our field through a focus on strategy, philosophical underpinnings, leadership, personal and organizational development, and relationship building. Her current role as co-owner and Senior Principal at GreenPlay, spanning 20 years, builds on a strong foundation of 24 years of Parks and Recreation administration with nearly half of that as Director of the City of Boulder, Colorado, Parks and Recreation Department. Armed with a teaching degree in addition to her P&R Administration degree, Chris has passionately helped move our profession forward, taking advantage of opportunities to serve in leadership and faculty positions ranging from non-profits and foundations, to the NRPA Rocky Mountain Revenue and Management School, and the National Association of Park Foundations. As a Certified Parks and Recreation Executive, a fellow of the American Academy for Park and Recreation Administrators, and experienced consultant, she continues to help organizations remain relevant in our ever-changing environment. Living in Colorado with her husband Mike is extraordinary, and motherhood has been the joy of her life.

Teresa Jackson, AFO, CPO, Project Consultant

Teresa is an accomplished Recreation Professional with over 20 years of progressive experience in change management, asset management, fiscal management and strategic leadership of staff in high-performing municipal government departments. Teresa is from the Sacramento area. She brings with her an extensive background in community outreach, facilities management, public policy, project management and programming. She has collaborated with non-profits, community based organizations and neighboring municipalities to deliver activities and programs in small, mid-sized and large communities. Teresa received a BS in Recreation Administration at Sacramento State University with a focus in Recreation Administration. Her experience in building strong relationships with team members, elected officials, partner organizations and community members make her an ideal consultant on a variety of type projects.

4. REFERENCES

City of Renton
Maryjane Van Cleve, Director
1055 South Grady Way
Renton, WA 98057
(425) 430-6713 | mvanleave@rentonwa.gov

Santa Ana Parks, Recreation, and Community Services
Lisa Rudloff, Executive Director
20 Civic Center Plaza
Santa Ana, CA 92701
(714) 571-4204 | Lrudloff@Santa-Ana.org

City of Hurst, Texas
Kristi Weaver, Community Services Dept.
901 Precinct Line Rd.
Hurst, TX 76053
(817) 788-7305 | kweaver@hursttx.gov

EXAMPLES

RENTON, WASHINGTON RECREATION AND NEIGHBORHOODS STRATEGIC PLAN

Reference:

Maryjane Van Cleve, Director
1055 South Grady Way
Renton, WA 98057
425.430.6713 | mvancleave@rentonwa.gov
Completed: Feb. 2019 - May 2021
Cost: \$99,981

Project: The City of Renton, WA, a community of 101,000 people, hired GreenPlay LLC to undertake a strategic planning effort for its recreational programs and services. This included an operational assessment and a services assessment, as well as a cost recovery policy and procedure review and update, building on the Division's existing Cost Recovery Guidelines. The plan refreshed and updated the City's current policy and include a robust staff and public engagement component. This project resulted in maximizing the effectiveness of the Recreation Division, assuring the framework for future planning, programming, budgeting, pricing, and resource allocation for the City's recreation programs and services. A more focused public outreach effort provided an outcome that reflects City Council goals, the mission and vision of the Department and Recreation Division, and values of the community. The plan provided justifiable, articulated and agreed upon service delivery strategy and pricing rationale used to allocate resources and establish pricing levels that most effectively meet community needs. Most importantly it links strategic and tactical intents to overall goals and desired outcomes through an easily understood and implementable measurable approach.



**Recreation &
Neighborhoods**
let's go!

**SAN LUIS OBISPO COUNTY, CALIFORNIA
PARKS AND RECREATION COST RECOVERY
METHODOLOGY**

Reference:

Shawn Cooper, Senior Planner
1144 Monterey St., San Luis Obispo, CA 93408
(805) 781-4388 | secooper@co.slo.ca.us
Completed: Dec. 2017 - Aug. 2018
Cost: \$82,253 (included a Needs Assessment)



Project: The County Parks and Recreation Department recognized the need to define a cost recovery policy in order to manage its service profile and establish more transparency and credibility with the community and elected officials. As a Special Revenue Fund it generates funds through multiple sources of revenue, in addition to General Fund support from the County. This support had not increased along with the cost to provide services, and the Department had also recently taken on grounds maintenance of some county facilities. The Department's ability to provide sustainable services relies on its ability to recover costs within its service profile. GreenPlay assisted the Department in addressing the underlying funding structure of the Department through the development of a revenue philosophy and cost recovery model. This comprehensive effort engaged staff and the public generating buy-in and support for how taxes and fees and charges are used in a responsible and reasonable way to support the services offered by the Department.

**REDMOND, WASHINGTON
COST OF SERVICE, SUBSIDY ALLOCATION AND COST RECOVERY
PROGRAM UPDATE**

Reference:

Loreen Hamilton, Deputy Director
PO Box 97010
Redmond, WA 98073
(425) 566-2336 | lhamilton@redmond.gov
Completed: In Progress
Cost: \$41,990



Project: The City of Redmond, WA Parks and Recreation Department experienced a 75% turnover in staff in the last several years including all of top leadership. There has also been turnover of elected officials and City administrators, and the City has endured the impacts of the COVID-19 pandemic which significantly changed the financial and philosophical environment and the overall goals for its cost recovery program. GreenPlay is working with the new staff to orient and train while resetting the model put into place to better reflect the retooled goals of the City and the Department. Work has begun with programmers, the project team, and a budget/finance analyst to measure and reset cost recovery to best serve the community. The project includes reviewing, updating, and assuring definitions of direct and indirect costs are accurately in use, clarifying categories of services, and placement of all programs and services within those categories, and making changes as warranted. As the public was not heavily involved in the initiation of the pyramid methodology, this update includes both an internal focus as well as the more robust full community engagement effort, and assistance in engaging the Advisory Commission to obtain their consensus for any re-categorization or other changes.



**ALEXANDRIA, VIRGINIA
DEPARTMENT OF RECREATION, PARKS & CULTURAL
ACTIVITIES RESOURCE ALLOCATION STUDY**

Reference:

Laura Durham, Division Chief, Recreation Services
Dept. of Recreation, Parks & Cultural Activities
1108 Jefferson Street
Alexandria, VA 22314
(703) 746-5450 | Laura.durham@alexandriava.gov
Completed: June 2018 - June 2019
Cost: \$57,500



Project: This comprehensive update to the Department of Recreation, Parks & Cultural Activities (RPCA) efforts regarding how it allocates and generates its resources was intended to broaden and evolve the strong “best practice” business tools implemented in the Department five years ago. The overall goal of this study was to evolve and sustain practices and examine policy and rules that affect overall desired outcomes of a healthy and vibrant community. As articulated by Director Jim Spengler, the ultimate goal was to maximize the benefit of services provided within a community by diversifying financial and in-kind resources.

**DENTON, TEXAS
SUBSIDY AND ALLOCATION STUDY**

Reference:

Heather Gray, Business Manager
321 E. McKinney St.
Denton, TX 76201
(940) 349-7218 | Heather.Gray@cityofdenton.com
Completed: Aug. 2019 - Feb. 2020
Cost: \$42,155



Project: GreenPlay assisted the Denton Parks and Recreation Department in developing a framework and model for planning, resource allocation, budgeting, and pricing for the City’s parks, facilities and programs, based on a strong philosophical foundation. The process included educating and orienting staff and engaging them in the development of a model relevant to the Denton community; analyzing current pricing policy and methods; providing a foundation for decision-making that is fair and equitable to the tax-paying community and individual users of programs and services; addressing the growth of the community and the demand for services and recognizing growth cap limitations; providing efficient and effective “best practice” professional management tools; measuring current subsidy levels and establishing recommended targets; and presenting to and engaging City Council. A final summary report outlined the recommended model, subsidy targets, industry best practices, and short and long-term implementation strategies that maximize the community’s investment for parks, facilities, and programs.



**HURST, TEXAS
RESOURCE ALLOCATION STUDY**

Reference:

Kristi Weaver, Community Services Dept.
901 Precinct Line Rd.
Hurst, TX 76053
(817) 788-7305 | kweaver@hursttx.gov
Completed: Jan. 2020 - Dec. 2020
Cost: \$42,155



Project: In fall of 2020, the Hurst Parks and Recreation Department began an extensive study to review its programs and services pricing and resource allocation. Through this effort, the Department has developed a meaningful resource allocation philosophy and methodology that is based on community values and supported by the City of Hurst policy makers. In the wake of a pandemic, and beyond, this study will provide increased awareness and understanding of the true cost of providing each program or service, the use of incremental fee adjustments to address potential sales tax shortfalls and valuable data to support cost-cutting decisions.



5. SCOPE OF WORK

PROJECT UNDERSTANDING

To provide a framework for future planning, budgeting, pricing, and resource allocation for the Pleasant Valley Recreation and Park District, our team proposes to work closely with you to create a Comprehensive Fee Study and Cost Recovery Policy that is based on a standardized approach yet tailored to your community.

From our previous work with the PVRPD, we know that the District was formed in 1962 and serves approximately 70,000 residents. Since then, the District has grown to 28 parks and a variety of recreational facilities. The District provides recreational services and programs to area residents of all ages.

We know that the District last updated its fee schedule in 2017, but this would be the first comprehensive fee study that examines the District as a whole.

GreenPlay has provided this service, through this approach, for the past 20 years to park and recreation entities across the country. As former parks and recreation administrators we understand this public sector service and its complexities and opportunities.

We know how to find the skeletons in the closet and can help the District with sticky issues that sometimes are not as fee related as they are the result of inadequate, missing, or misinformed policy. This is a process that builds your credibility and trains staff to carry out the business of the District in a logical, transparent, and accountable way.

DISTRICT MISSION
Pleasant Valley Recreation & Park District will provide and maintain a full range of quality facilities and programs focused on leisure, recreational and athletic activities for residents of the District. Facilities will support both organized activities and casual use and will address the interests and needs of all age groups.

Our projects always include performance measures, timeframes, priorities, and responsibility assignments you desire to assure you can carry out the recommendations successfully. We also know that entities do not always have systems in place to collect relevant and timely data and we will be making recommendations as to how to remedy those challenges.

We understand that agree that the final document needs to be concise and easy-to-understand to be an effective tool. We intend to produce a very visual document with just enough supporting verbiage to provide a logical explanation of and connect the graphics, photos, tables and charts needed to convey the essence of the study and its results.



PROJECT APPROACH

This study and its implementation are intended to help the District meet its project goal through the resulting framework of a cost recovery model and policy. In addition to the requested review of current fees and fee methodology (which will actually come last) and determining the cost to provide various services, this process will lay the philosophical foundation which will be used to evaluate current fees and fee methodology. We will make recommendations to the fee schedule however, fee adjustment recommendations are just a part of the outcome of this study. Many improvements, efficiencies, and changes in service delivery methods will also be discovered that will work to reduce the cost of providing services.

This project will build on the District's existing Vision, and Mission outlined in the 2021-2026 Strategic Plan. Stakeholder and general public engagement strategies will be used to tap into community values and align with the vision and mission. Because the process is guided by and created through a staff and public involvement process, we establish buy-in, educate, and generate interest by being transparent and credible. Often, the participating citizens, stakeholders, and partners become the agency's greatest advocates and champions for future issues, many times establishing the grassroots support for taxation issues or fee increases. This collaborative process results in consensus for a foundational philosophy which underpins discussion and decision-making. In addition, citizen engagement helps ensure that resource allocation is reasonable and fees for programs and services are realistic and easy to explain to the public.

We appreciate the challenging questions that you posed in your RFP, and we will address them through this study:

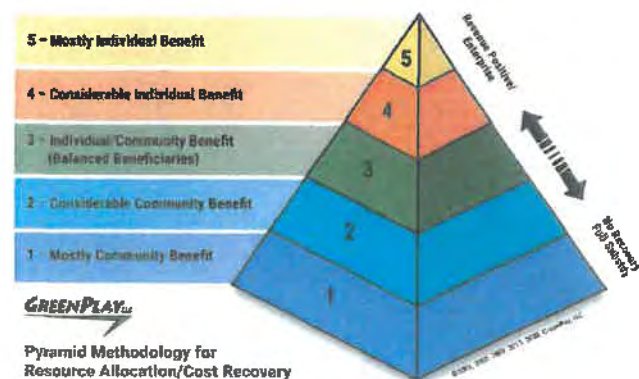
- Are our programs priced fairly and equitably for the District and region? Are we accommodating all citizens in the entire District who wish to access our services? Is there a methodology that addresses scholarships, fee reductions, or fee waivers to serve the community holistically?
- How will we continue to fund Departmental facilities, services, capital, and associated resources in relationship to future budget constraints and expenditure growth?

- Is there a methodology for the distribution of subsidy (funds used in excess of what is collected by direct fees)? If so, are we transparent?
- Does the way we charge for services (facilities, programs, etc.) support the Departmental values, vision, and mission?

These are variations of the same questions we were facing when the methodology was first created. Our experience over the last 20 years gives us the confidence to tell you that we will be able to help you address these questions.

Establishing a well-crafted philosophy for cost recovery and subsidy allocation is the foundation for developing strong, sustainable financial management strategies. A solid philosophy will allow staff to recognize where subsidy is being applied, to determine if it is at an appropriate level, and to justify the PVRPD's pricing structure, including costs for new services. Your staff will be an integral part of the decision-making process for setting expectations. They will learn how to apply agency tools and budget expectations to set equitable pricing based on vision, values, and mission.

Please note that this work is intended to train staff to continue it independently as a legacy project, and will specifically empower your staff to learn and utilize the "Pyramid Methodology" and provide results in accordance with the proposed schedule, stakeholder meetings, and review of draft documents.



SCOPE OF WORK

The scope of work outlined below envisions a fully in-person approach. Due to the limitations and restrictions caused by the Covid pandemic, we also have gained experience in delivering this process with virtual substitutions where it makes the most sense.

I. STRATEGIC KICK-OFF (SKO) AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Upon selection and award, our GreenPlay team will provide a Detailed Work Plan to the Project Team within 10 days for discussion at a Strategic Kick-Off Meeting as well as a material request list in order for staff to provide necessary information. We will review the details of the work plan at this meeting and will formalize the timeline and details of the Project Planning Process and allow GreenPlay to become more familiar with your agency, its structure, and current practices and policies related to cost recovery and resource allocation. Agenda will include:

- Refining the project scope including clarification of desired project outcomes, uses, and goals; specific staff involvement; workshop formats; invitations; and logistics for each step.
- Confirming lines of communication, points of contact, level of involvement by District leaders and staff, and other related project management details.
- Developing a periodic written progress status report to the District.
- Orientation to the Pyramid Methodology workshop series, review of project schedule.
- Determination of staff, stakeholder and future collaborator participation, along with defining desired role of advisory boards.
- Understanding of current budgeting and cost recovery methods and data resources, in order to ensure the study will be both accurate and appropriate to the District's needs.
- Understanding of current pricing and resource allocation structures.
- Answering any questions pertaining to the successful development of the study.

Having worked as professionals on "your side of the table," we understand how important it is for consultants to be accessible without interfering with your daily responsibilities. We will work closely with your team during Kick-off to identify key "Critical Success Factors" that will help ensure that this project is successful and achieves your desired level of involvement and outcomes.

Deliverables – Strategic Kick-Off

- Refined project Work Plan
- Assignment of senior staff responsibility and staff participation.
- Schedule of Cost Recovery and Resource Allocation workshop timeline and identification of all participants.

II. DEVELOPMENT OF COST RECOVERY MODEL AND RESOURCE ALLOCATION PHILOSOPHY

Using the Pyramid Methodology will help identify your philosophy that ultimately details the level of subsidy necessary for each of your "services" (used in this process to include all facilities, programs, services, activities, etc., that are the responsibility of the District). This process is an approach, built on consensus, to identifying agency resource allocation and cost recovery goals and results in formulas and structure for pricing decisions that are available to all levels of the organization.

The Pyramid Methodology is an effective management tool currently being used by agencies across the country to articulate the level of benefit that services provide as they relate to its Values, Vision, and Mission. This proven design leads to a logical determination of resource allocation and subsidy/cost recovery goals, and future fees and charges. Establishing guidelines and a methodology for such critical operational issues is imperative to sound fiscal responsibility, governmental accountability, and decision making. This process also leads to recommendations for implementation.

The Pyramid Methodology engages your stakeholders, including community members, collaborators, decision-makers, and agency management and staff through consensus building exercises. It includes a series of three (3) multi-day trips to conduct Cost Recovery/Resource Allocation Workshops that may include continental breakfast, lunch, or dinner provided by the agency at your discretion. These include 1/2 or 3/4-day staff workshops, individual and team meetings as necessary, 1-2 staff sorting sessions, up to six public sorting meetings, and staff trainings. These are supplemented by an ongoing series of conference calls with the project team to ensure that there is clear understanding and that all aspects of the project are moving forward seamlessly.

During this time, GreenPlay will meet with PVRPD staff and conduct interviews as needed to gain an understanding of the District's processes and operations; establish fee and charge categories for programs and services based on sound philosophical underpinnings, programmatic objectives, and financial rationale; and define consistent cost methodology for all programs and services.

GreenPlay's approach to the project includes an implementation plan described in detail below through a workshop series. This approach is tested and proven to allow us to manage, control, and supervise the project to ensure satisfactory provision of services.

Deliverables – Cost Recovery Model, Resource Allocation Philosophy, and Policy Development

- **Workshop 1** – Introduction and education regarding the Pyramid Methodology (all staff, with invitations to advisory and policy board members as desired); development of your Categories of Service, determination of cost center pyramid needs, and determination of definitions of direct and indirect cost (core team); identification of potential table facilitators for Workshop Series 2a, and identification and critical analysis of all policy issues.
- **Workshop 2a** – A series of workshops beginning with a staff sorting/facilitator training, and followed by public and stakeholder groupings including community representatives, to sort the Categories of Service based upon each category's beneficiary (on continuum of community and individual benefit) and agency values, vision, and mission.
- **Workshop 2b** – Staff development of a consensus pyramid based on staff and citizen input (Month 2 at the conclusion of Workshop Series 2a), pricing strategies training, and refinement of all policy issues (reduced fee/scholarship, non-resident use, partnership, sponsorship, gifts and donations, use of volunteers, etc).
- **Workshop 3** – A full day workshop focused on determination of appropriate pricing strategies (cost recovery goal, market rate, competitive with comparative analysis), staffing and level of service analysis, and development of performance measures and implementation steps.

Public Engagement in General

GreenPlay staff members function as professional, unbiased facilitators to gather specific information. Participant feedback has indicated that our techniques and formats are well received and provide the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of one's valuable time.

District Board Engagement

To accommodate the District Board, if possible within the schedule, we could set up an initial project introduction presentation (if desired) during our first on-site trip, or these individuals could attend the Introductory Workshop. In any case they will be included in the schedule for presentation of findings and of the final plan. We will work with the project team to design the best approach to accommodate these needs.

III. FUNDING SOURCES AND COSTING OF SERVICES

Due to the inability of governmental accounting systems to provide detailed program-based accounting, including the allocation of indirect and overhead costs, GreenPlay will work with appropriate staff (programming, budget analysts, etc.,) to provide full cost accounting for all services based on the developed cost recovery philosophy and policy. We will review your funding sources and current allocation of resources, along with all relevant costing and funding requirements currently in place and that could be considered for the future.

VALUE ADDED SERVICES

If needed, GreenPlay will provide zero-based budgeting templates and a teaching sample for the agency to revise and make relevant to their language and accounting system.

IV. DRAFT AND FINAL REPORT DELIVERABLES AND PRESENTATIONS

The Outcome

- GreenPlay will provide a policy to determine appropriate level of taxpayer support for program and service categories based on cost recovery goals, and appropriate fee strategies for services that should not be based on cost recovery (e.g., market-driven rates). The policy will recommend fee assistance strategies and other pricing policies and best practices to ensure access for all citizens.

- GreenPlay will assist the staff with recalibration of existing parks and recreation fees based on the District's parks and recreation philosophy and policies.
- GreenPlay will provide a sustainable and justifiable full-cost model for calculating fees for parks and recreation services, analyze the cost of park and recreation programs and services, recommend new fees and/or fee adjustments and cost saving strategies, and verify the alignment of the fees with park and recreation policies.
- GreenPlay will provide the District with industry best practices and relevant cost recovery models acknowledging that there is no "one size fits all."
- GreenPlay will report on other matters that come to our attention in the course of the evaluation that, in our professional opinion, the District should consider. This would include any service or program where the District currently charges for services as well as areas where the District may charge, but currently does not, based on the District's practices or the practices of comparable special districts or other parks and recreation entities in California.

Deliverables of the Final Report and Presentations

- Cost Recovery Model and Resource Allocation Philosophy and Draft Policy.
- Revisions to create final document.
- One trip to present the final document:
 - An electronic copy of the final version of the comprehensive policy report, including related schedules and documentation in a format that can be edited and updated by District staff to accommodate changes in the organization or changes in costs, as well as training materials and Excel templates for District use establishing fees in accordance with approved policy. (The electronic format will be in Microsoft Word, for the narrative portions, and in Excel for the schedules and cost documentation.)
 - One unbound copy and a single PDF file of the plan that can be made available to District staff.

GreenPlay will provide an Implementation Plan addressing the following:

- A draft Cost Recovery Analysis including assisting City staff in presenting the policy to public stakeholder groups in a joint meeting, if desired. Comments and concerns will be collected during the draft phase for inclusion in the final version of the study.
- Preparation and delivery of presentations to the PVRPD's Leadership Team, the District board and staff, to facilitate their understanding of the plan and its implications for the District and make necessary adjustments as requested. GreenPlay will then revise your final policy document for acceptance or adoption. This is intended to be open to the public and would include key stakeholders.
- A recommended process and associated timing to review or refresh this user fee policy.
- On-site training to enable staff to update fees as necessary along with a written instruction manual for the future updating of the fee schedules.

PROPOSED PROJECT TIMELINE

GreenPlay will be responsible for and has experience with control methodology that will be used to ensure that the schedule can be met. In house time required for review and approval of materials and documents, as well as agency scheduling flexibility may impact the schedule, but will be discussed in advance. All workshops are preplanned with materials prepared in advance, with review turnaround on necessary materials anticipated. All workshop dates will be confirmed at the start of the project, and the project team will be oriented to the entire workshop series, through the start-up process.

We have the proposed staff available and will allocate appropriate resources to meet deadlines. We request that the project team be responsive with turnaround on review and approval of work products, and we will work jointly to lay out a mutually agreed upon, detailed date-specific timeline upon award of the project to meet this timeframe. Our team recognizes the need to be both flexible and efficient as part of a community planning process. We will conduct and attend the necessary number of meetings to complete this project in a way that works specifically for your agency. We have never missed a project end date due to internal GreenPlay workloads.

PVRPD Cost Recovery Analysis and User Fee Study							
Tasks and Key Meetings – (months)	1	2	3	4	5	6	7
I. Strategic Kick-Off and Determination of Critical Success Factors	X						
Workshop 1		X					
Workshop 2 including Public Engagement			X				
III. Review of Funding Sources & Costing of Services							
Workshop 3					X		
VI. Draft and Final Plan and Presentations						X	X

This schedule may be shortened if needed depending on staff resources and approval schedule flexibility.

6. PROJECT BUDGET & OTHER FINANCIAL INFORMATION

TASKS	Total
TASK I: Strategic Kick-Off, and Determination of Critical Success Factors	\$5,355
TASK II: Development of Model, Philosophy, and Policy	\$16,380
TASK III: Review of Funding Sources and Costing of Services	\$9,917
TASK IV: Draft and Final Studies and Presentations	\$10,343
Totals	\$41,995

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

- i. GreenPlay has no contract failures, nor any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.
- ii. GreenPlay has no negative history of this nature to report.
- iii. GreenPlay has provided a detailed Scope of Work, including an itemization of all services to be provided. We have proposed a firm fixed fee for this project and have broken down the proposed fee by major task. As we have been performing this scope of work for the last two decades, we know what to expect and have never had to add fee to accomplish the work.
- iv. A schedule of hourly rates has been provided should something be desired that is beyond the scope of this project. We are confident there is no "extra work" required to complete the proposed scope of work.
- v. A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District - Chris Dropinski has served as a volunteer mentor for Jessica Puckett for the past year.

Chris regularly provides mentoring for professionals across the country through a mentoring program of the American Academy for Park and Recreation Administrators, of which she is a member. She only recently personally met Jessica for the first time in September of 2021 at the NRPA Conference in Nashville. We ask and expect that our proposal be evaluated purely on the merits of our expertise and experience, along with our project references, gained through our work with Cost Recovery Analysis over the past 20 years.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline. Monthly invoices are based on percentage of task completed.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).

- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

Project Delay Fee

GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to District requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.



Tom Diehl, MS, CPRP

PROJECT MANAGER, PRINCIPAL



EDUCATION

Master of Science, Syracuse University, August 1990

Bachelor of Science, Syracuse University, December 1982

SELECT PROFESSIONAL AFFILIATIONS AND DEVELOPMENT

Long time NIRSA and NRPA member

The Grace E. Harris Leadership Institute VCU Leadership Development - October 2013

NIRSA School of Recreational Sports Management - June 1997

Has been CPR/First Aid/AED certified, Certified Pool Operator, Certified Emergency Shelter Operator

Active Shooter Training

Cemetery Superintendent

AREAS OF EXPERTISE

Master/Strategic Planning & Needs Assessments

Feasibility Studies & Operational Programming

Pricing Philosophy

Organizational Structuring

Alternative Funding & Partnerships

Business Planning

Policy Development

Research Studies

Marketing & Public Relations Strategies

Accessibility Assessments

Transition Plans

Cost-Benefit Analysis

Risk Management Evaluation

WORK EXPERIENCE:

Tom is a Recreation and Athletics Management Professional with 35 years of experience at both public and private institutions. Tom has concentrated on program and facility enhancement, and his expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

REPRESENTATIVE POSITIONS

- Project Consultant/Manager for GreenPlay with a focus on site operational planning and management, along with integration of stakeholder needs into overall systems success.
- Director and Associate Director of Recreational Sports at Virginia Commonwealth University.
- Assistant Athletic Director for Facilities at Marist College
- Intramural Director, Facility Director, HPE Instructor and Lacrosse Coach at Le Moyne College.
- Played Division I Lacrosse at Syracuse University.
- 13 years of experience coaching at the university level, high school coaching and experience coaching almost all sports at various youth levels.

REPRESENTATIVE GREENPLAY PROJECTS

Tom has worked on 64 projects in 21 states. The following is a representative listing:

- Alexandria, VA – Cost Recovery and Resource Allocation Philosophy
- Barrington, NH – Recreation Needs Assessment and Master Plan
- Bismarck, ND – Facilities Master Plan and Feasibility Study
- Bloomington, IL – Parks and Recreation Master Plan
- Brookline, MA – Athletic Field Master Plan & Strategic Master Plan Update
- Colchester, VT – Needs Assessment and Master Plan
- Colchester, VT – Recreation Impact Fee Study
- College Park, MD – Duvall Field Master Plan & Senior Rec. Needs Assessment
- Dublin, CA – Parks and Recreation Master Plan
- Fairbanks, AK – North Star Borough Parks & Recreation Feasibility Study
- Grover Beach, CA – Senior Center Needs Assessment & Feasibility Study
- Hampton, VA – Parks and Recreation Master Plan
- Hesperia Recreation District, CA – Comprehensive Master Plan
- Lafayette, CO – Operation & Maintenance Study
- Loudoun County, VA – Organizational Analysis
- Pleasant Valley Recreation & Parks District, CA – Senior & Community Recreation Facilities Needs Assessment
- Post Falls, ID – PROS Master Plan; Rec. Center Feasibility Study; Downtown Area Feasibility Study
- Phelan Piñon Hills Community Services District, CA – Comprehensive Master Plan
- Prospect Heights Park District, IL – Comprehensive Master Plan & Feasibility Study
- Redmond Recreation & Parks District, OR – Recreation Center Feasibility Study
- Santee, CA – Master Plan Update; Site & Economic Analysis for Community Center
- Sandpoint, ID – Parks, Recreation and Open Space Master Plan
- Signal Hill, CA – Parks and Recreation Master Plan
- Walnut, CA – Walnut Ranch Park Expansion Project
- Waukesha, WI – Needs Assessment
- Williamsburg, VA – Master Plan
- Wilsonville, OR – Parks and Recreation Master Plan



Chris Dropinski, CPRE

PRINCIPAL-IN-CHARGE, MANAGING MEMBER



EDUCATION

Bachelor of Science in Recreation Administration/Education, Graduated Cum Laude, May 1977 State University of New York at Cortland, Cortland, New York

Kappa Delta Pi - National Honor Society in Education

Essence of Leadership Program, Congerity Program Designs, 1997

Essential Development Programs, Conversant Solutions, LLC, 1994-99

Graduate of Executive Development School, University of Georgia; NRPA Park Planning and Maintenance School; CPRA Recreation Facilities Design and Management School; NRPA Western Revenue Sources Management School, 1983-1988

PROFESSIONAL AFFILIATIONS AND RECOGNITION

Professional Member of NRPA

Certified Parks and Recreation Executive

Professional Member Colorado Parks and Recreation Association, President 1989-90

Board Member National Association of Park Foundations (NAPF)

GP RED – President (2009-2010), Board 2011, Advisory Board 2012-Present

Fellow of the American Academy for Park and Recreation Administration since 2004

Board / Past Chair, NRPA Rocky Mtn Revenue & Mgmt School 2004-2010

Member PLAY Boulder Parks and Recreation Foundation 2009- 2013

Article – Writing Award, Illinois P&R Magazine, 2008

Top 100 Women-owned Businesses, Colorado Biz, 2003, 2005, 2006, 2007, 2008, 2012, 2013, 2015, 2016, 2017, 2019, 2020

WORK EXPERIENCE:

Over her career, Chris has developed a unique and respected approach to addressing challenging areas in our field through a focus on strategy, philosophical underpinnings, leadership, personal and organizational development, and relationship building. Her current role as co-owner and Senior Principal at GreenPlay, spanning 20 years, builds on a strong foundation of 24 years of Parks and Recreation administration with nearly half of that as Director of the City of Boulder, Colorado, Parks and Recreation Department. Armed with a teaching degree in addition to her P&R Administration degree, Chris has passionately helped move our profession forward, taking advantage of opportunities to serve in leadership and faculty positions ranging from non-profits and foundations, to the NRPA Rocky Mountain Revenue and Management School, and the National Association of Park Foundations. As a Certified Parks and Recreation Executive, a fellow of the American Academy for Park and Recreation Administrators, and experienced consultant, she continues to help organizations remain relevant in our ever-changing environment. Living in Colorado with her husband Mike is extraordinary, and motherhood has been the joy of her life.

Management Consulting in Parks and Recreation since 2001

- GreenPlay LLC, Co-Owner and Senior Principal: 2001 - present
- City of Boulder Parks and Recreation, Colorado, Director: 1990-2001
- Foothills Park and Recreation District, Colorado, Assistant Director: 1981-1990
- South Suburban Recreation and Park District, Colorado, Supervisor: 1977-1981

REPRESENTATIVE PROJECT EXPERIENCE:

Chris has led more than 200 projects for GreenPlay. Below is a representative sample:

- Baltimore Recreation and Park, MD – Services Assessment and Recreation Centers & Aquatics Study
- Denver Parks and Recreation, CO – Resource Allocation Priorities Study; Recreation Center Assessment
- Desert Recreation District, CA – Parks and Recreation Master Plan, Strategic Plan and Updates
- Hurst, TX – Cost Recovery Study
- Irvine, CA – Community Services Department Cost Recovery Analysis and Services Assessment
- Jefferson County Open Space, CO – Cost Recovery Study
- Kirkland, WA – Cost Recovery Study
- Louisville, CO – Parks, Recreation, and Open Space Master Plan
- Morresville, NC – Cost Recovery Study
- Pleasant Valley Recreation & Parks District, CA – Senior & Community Recreation Facilities Needs Assessment
- Raleigh, NC – User Fee Analysis Study
- Redmond, WA – Resource Allocation and Cost Recovery Study
- Renton, WA – Recreation Strategic Plan and Cost Recovery Study
- Santa Ana, CA – Services Assessment and Cost Recovery Study
- Riverside County, CA – Regional Parks & Open Space District Master Plan and Cost Recovery Study
- Vancouver-Clark Parks & Recreation, Vancouver, WA – Organizational Assessment
- Virginia Beach Parks and Recreation, VA – Strategic Plan Update, Cost Recovery and Services Assessment



Teresa Jackson, AFO, CPO

PROJECT CONSULTANT

WORK EXPERIENCE:

Teresa is an accomplished Recreation Professional with over 20 years of progressive experience in change management, asset management, fiscal management and strategic leadership of staff in high-performing municipal government departments. Teresa is from the Sacramento area. She brings with her an extensive background in community outreach, facilities management, public policy, project management and programming. She has collaborated with non-profits, community based organizations and neighboring municipalities to deliver activities and programs in small, mid-sized and large communities. Teresa received a BS in Recreation Administration at Sacramento State University with a focus in Recreation Administration. Her experience in building strong relationships with team members, elected officials, partner organizations and community members make her an ideal consultant on a variety of type projects.

EDUCATION

Bachelor of Science in Recreation Administration, California State University, 2000

CERTIFICATIONS

Certified Aquatics Facility Operator (AFO)

Certified Pool Operator (CPO)

- GreenPlay Project Consultant, 2019 – current
- Community Center Operations Manager, Estes Valley Recreation and Park District, CO, 2016 - 2019
- Event Manager, City of Boulder, Dept. of Parks and Recreation, CO, 2015 - 2016.
- Recreation Superintendent, City of Sacramento, Department of Parks and Recreation, CA, 2007 - 2015
- Marketing and Communication Specialist, 2004 - 2007
 - Program Supervisor – Special Events, 2000 - 2004
 - Program Coordinator – Teen Services, 1999 - May 2000
 - City of Sacramento, Department of Parks and Recreation, CA.

REPRESENTATIVE GREENPLAY PROJECT EXPERIENCE

- Brighton, CO – Parks, Recreation, Open Space, and Trails Master Plan
- Canton, MI – Recreation Center Feasibility Study
- Chandler, AZ – Multipurpose Recreation Center Feasibility Study
- El Paso County, CO – Parks and Open Space Master Plan
- Fruita, CO – Parks, Health, Recreation, Open Space, and Trails Master Plan
- Georgetown, TX – Parks and Recreation Master Plan and Cost Recovery Study
- Glendale, AZ – Parks and Recreation Master Plan
- Grover Beach, CA – Senior Center Needs Assessment and Feasibility Study
- Hurst, TX – Cost Recovery Study
- Kingman, AZ – Parks, Recreation, and Trails Master Plan
- Lathrop, CA – Parks and Recreation Master Plan
- Mesa, AZ – Parks and Recreation Master Plan
- Redmond, WA – Cost Recovery Study
- Renton, WA – Recreation Strategic Plan, Cost Recovery Analysis, and Services Analysis
- Tulsa, OK – Parks and Recreation Master Plan and Cost Recovery Study
- Valley Wide Recreation & Park District, CA – Master Plan Update; Cost Recovery, Resource Allocation and Revenue Enhancement Study
- Valdez, AK – Parks and Recreation Master Plan
- Victorville, CA – Parks and Recreation Master Plan

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

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

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of an _____ ("Project").

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

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

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work _____ attached as Exhibit "B" and incorporated by reference herein. All work and services by Consultant shall be performed in a diligent and professional manner.

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

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

2. Term of Contract

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

3. Force Majeure

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

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

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

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

5. Compliance with Laws

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

6. Licenses, Permits, Fees and Assessments.

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

7. Environmental Laws.

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

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than

District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

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

Total Project Cost not to Exceed: \$ _____

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

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be _____, _____ [job title].

11. Ownership of Documentation

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

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials

may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

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

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

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

14. No Assignment

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

15. Examination of Records

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

16. Notice

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

To Consultant: _____

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: _____
1605 E. Burnley Street
Camarillo, CA 93010

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

17. No Waiver

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

18. Partial Invalidity

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

19. Terms

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

20. Incorporation of Recitals

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

21. California Law

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

22. Additional Provisions

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

23. Attorneys' Fees.

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

24. Conflict of Interest.

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

25. Interpretation.

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

26. Corporate Authority.

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

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

CONSULTANT:
XXXX, a California Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

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

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

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS`

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

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

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

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

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

X

EXHIBIT "C"
COMPENSATION

X

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

TO: BOARD OF DIRECTORS

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

DATE: November 4, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF PURCHASE
OF LED TENNIS COURT LIGHTS FROM BRITE
COURT SPORTS LIGHTING**

SUMMARY

During the development of the 2021-2022 budget, the Board appropriated funds in the amount of \$140,000 to purchase and replace the remaining 116 1,000-watt metal halide tennis court lights with more efficient LED lights.

BACKGROUND

As the District continues to improve our facilities and reduce expenditures, staff has identified tennis court lighting as a way to reduce utility costs as well as staff time. Within the District, there are a total of twenty (20) lighted tennis courts, totaling 150 lamps. Currently, seventeen (17) of the courts are equipped with 1,000-watt metal halide lamps. In February of 2020 District staff replaced the metal halide lamps with more efficient LED lights at the three (3) tennis courts at Springville Park. Staff selected Springville Park as a trial site because of the controlled setting. This park has very few variables as far as the electrical consumption. This allowed us to have a better understanding of what our savings would be from installing the LED lighting.

ANALYSIS

The remaining seventeen tennis courts that have not been converted to LED lights and are outfitted with 1,000-watt metal halide lamps. At one point metal halide lights were industry standard. They produce more light more efficiently than incandescent and mercury vapor lights. Metal halide lamps are typically rated for a life of around 11,000 hours. However, metal halide lights begin to lose effectiveness shortly after they are powered. A metal halide lamp will produce the light output of a 400-watt metal halide lamp in roughly 5,000 to 6,000 hours of use. Essentially, they generate half the light output for the full operating cost of the lamp.

New lighting technology has allowed for more energy efficient options. LED tennis lights have a rated lifespan of 70,000 - 100,000 hours. LED lights do not decrease in output over time; they actually maintain full output through their lifespan. It is estimated that LED lighting will result in a 60-70% improvement in the overall energy efficiency of the facility lighting. Along with energy savings, LED lights will save on maintenance costs for the following reasons: a) longer lifespan of LED's, b) do not require ballast, and c) minimize staffing cost to change out equipment. Once the LED lights are installed, they will essentially become maintenance free.

One thousand (1,000) watt metal halide lamps cost an average of \$35 per lamp. The average cost of a 1,000-watt ballast is \$250 along with material costs. The process to change each lamp and

ballast is time consuming. Requiring staff to interrupt access to tennis courts while using several pieces of equipment and tools.

In January of 2020, District staff installed 18 LED lights at Springville Tennis Courts, which were purchased from Brite Court Sports Lighting. In a full year with 1000-watt metal halide lamps compared to LED lamps, the District has seen our electrical consumption go from 28,000 kwh and \$4,600 to 3,900 kwh and \$1,468. Installing the LED lights has given the District a year over year savings of 68%. In the time that the LED lights have been installed, District staff have not been to Springville to service the lights other than adjusting the timers due to sunset times which allows staff to be utilized performing other tasks.

Staff advertised the RFP for this project following the September Board meeting. The District received more bids than anticipated. One of the bids was from the Brite Court Sports Lighting which is the same vendor used to outfit Springville Tennis Courts. Staff received six (6) bids for this project with a large discrepancy between the lowest and highest bids. Four of the bids came in under one hundred thousand dollars (\$100,000) and two vendors came in over that mark. While all of the vendors meet the minimum specifications, there are differences as it relates to the specific lumens, adjustability of lights and fit. Categorization of the lights fall into two categories: 1) Sports Court Lighting – designed specifically for sports courts and tennis, and 2) Area Lighting – typically used over roads, parking lots, and walkways, which explains the discrepancy in the bids. Sports Court Lighting will provide better overall coverage to the courts.

As stated, staff solicited multiple bids for this project. In most cases each company was very similar in their product. Staff recommends the selection of Brite Court Sports Lighting. Some of the key factors that contribute to the selection of Brite Court are that they are the only company that offers adjustable lights and the ability to mount right to our current light poles with no additional mounting brackets or hardware, allowing for simpler installation. The warranty on the Brite Court sports lights far exceeds the other two options with a ten (10) year warranty compared to a five (5) year warranty from the other two companies. Brite Court Sports Lighting comes highly recommended with several reference letters and visual comparisons as well as the District's current use at Springville Tennis Courts.

Project Bids:

Vendor	Bid Amount
Wisconsin Lighting Lab	\$136,726
Brite Court	\$105,499
Sactown Contractors Corp.	\$66,559
LED Lighting Supply	\$53,220
SolarMax LED inc.	\$43,962
Brilled Lighting	\$31,574

FISCAL IMPACT

Funding in the FY 2021/2022 Capital Projects budget in the amount of \$140,000 was allocated for this project. The bid from Brite Court Sports Lighting came in at \$105,499. The residual funds allocated for this project will be set aside for additional wiring and installation parts or any unforeseen problems that may arise during installation. The purchased equipment will be installed by District staff.

RECOMMENDATION

It is recommended the Board of Directors authorize and approve the General Manager to enter into an agreement with Brite Court Sports Lighting for the purchase of one hundred and sixteen (116) LED tennis court lights to replace the current 1,000-watt metal halide lighting.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.4 E.: Continue to convert District lighting in parks and facilities to LED technology thus reducing District electric costs.

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

ATTACHMENTS

- 1) Brite Court Proposal (20 pages)



Alternative LED
 PO Box 202
 Lake Stevens, WA 98258
 (800)330-0828
 sales@alternativeled.com

Estimate

ADDRESS
 Brandon Lopez
 Pleasant Valley Recreation &
 Park District
 1605 Burnley St
 Camarillo, CA 93010
 United States

SHIP TO
 Brandon Lopez
 Pleasant Valley Recreation &
 Park District
 1605 Burnley St
 Camarillo, CA 93010
 United States

ESTIMATE # 3088
DATE 07/27/2021

SHIP VIA
 PPD

DEPOSIT AMOUNT
 \$52,749.84

ACTIVITY	QTY	RATE	AMOUNT
BLX-II-3 LED Tennis Fixture Brite Court BLX LED Tennis Fixture 120-277v BLX-II-3-T4T-96LC-10-5K 331w KMTA Bronze Finish	116	848.00	98,368.00T

Terms: 50% Deposit due on acceptance, balance due before product shipment. Lead time is 4-8 weeks. All sales are final.

SUBTOTAL 98,368.00
TAX (0.0725) 7,131.68
TOTAL **\$105,499.68**

Accepted By

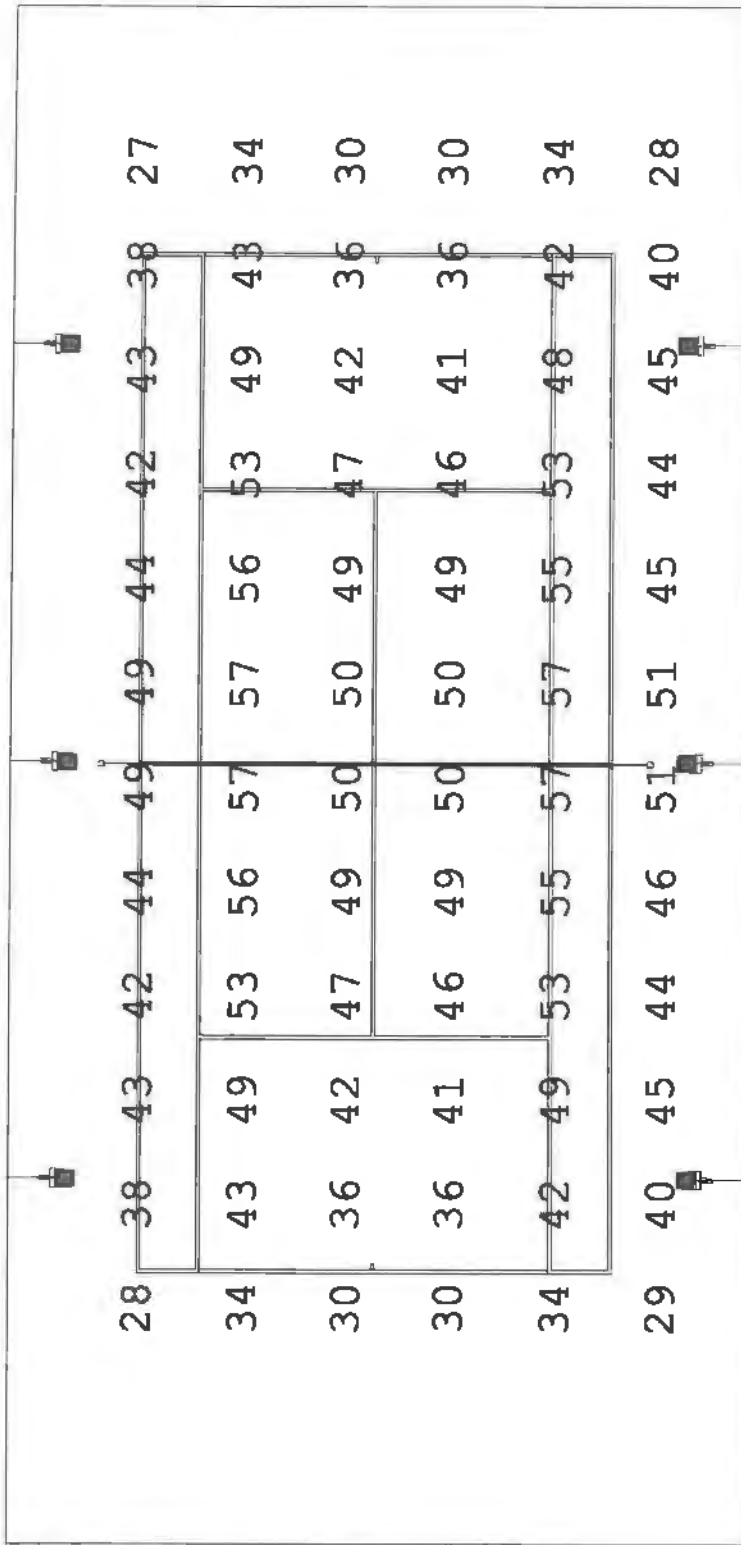
Accepted Date



Lighting Proposal For
Pleasant Valley Recreation and Parks Dist

Kris Licht
425-269-4958
kris@britecourt.com

Brite Court 331-w-BLX 3-T4a Gen 4 @ 22'



Calculation Summary

Label	Units	Avg	Max/Min
Court 1	Fc	44.03	2.11

Luminaire Schedule

Symbol	Qty	Description	Arm	Watts
	6	BLX-3-T4A-96LC-10-5K-UNV 4		331

Brite Court LED Tennis

BLX T4a

Date: 2/7/2018

The light levels represented are based on the information provided. Actual light levels may vary due to building features, actual surface reflective values and software limitations. Alternative LED LLC. does not guarantee light levels, and provides this information for design evaluation only.

Brite Court by Alternative LED

PH: 425-350-5400
gary@britecourt.com

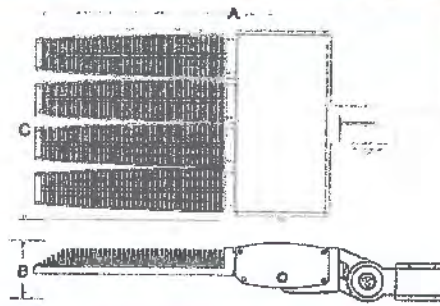
BOW LX Tennis LED

Project Name:

Catalog Number:

Type

Dimensional Drawings



Fixture	A	B	C	Max. Watts	Lbs
BLX-4	37"	5"	17"	426	48
BLX-6	37"	5"	25"	676	72
BLX-8	37"	5"	33"	900	96



The new BOW LX LED Series continues the unique contemporary design inspired by the sleek styling of the BOW family. Separating the extruded aluminum driver housing and the individual die-cast aluminum linear LED engines: optimize the life of the LEDs and the Driver(s); and maximizes the lumen output of the fixture. The adjustable knuckle allows for up to 90° degrees of vertical adjustment for putting the light exactly where you need it.

Each of the individual LED light engines come with 32 LEDs; for a max total of 256 LEDs. 3 optical distribution patterns are available.

A unique Type 4-A tennis/sports distribution pattern is available. Available in 3000, 4000 or 5000 Kelvin temperature.

A durable polyester powder coat finish is guaranteed for five years; and is available in standard or custom colors.

The BOW LX LED series is an exceptional choice for tennis court, sports facilities, parks and general area lighting.

Model	Optics	Source	Current	Kelvin	Voltage	Mounting	Finish	Options
BLX-3	Type IV (T4)	# Of LEDs 96 (96LC)	mA 530 (5)	3000K *Warm white (4K)	120-277 *Universal Voltage (UNV)	Knuckle Mount *Slips over 2 3/8" Tension with adjustable increments of 10" (KM)	Tennis Green (TG) Bronze (BZ)	Button Type Photocell *Specify voltage. (PC120) (PC208) (PC240) (PC277)
BLX-4	Type IV-A (T4A)	128 (128LC)	700 (7)	4000K *Neutral white (4K)	480 (5)	Knuckle Mount *Slips over TNS 100 arm with adjustable increments of 10" (KMTA)	Black (BK)	Photocell & Receptacle *Specify voltage (PCR120) (PCR208) (PCR240) (PCR277)
BLX-6	Type V (T5)	192 (192LC)	1000 (10)	5000K *Cool white (5K)	347 (8)	Bolt-On Arm 6" (BOA6)	Smooth Black (SBK)	Photo Receptacle (PER) *With shoring cap
BLX-8		256 (256LC)					White (WH) Smooth White (SWH) Graphite (GP) Grey (GY) Silver Metallic (SL) Custom Color (CC)	Round Pole Plate Adaptor For 4"Ø Pole (RPP4) For 5"Ø Pole (RPP5) Universal Pole Mount Adaptor *Only available for BLX-3, BLX-4 & BLX-6 (UPMA) Glare Shield (GS) 0-10v Dimming Driver No Controls (DIM) Decorative Shroud (DS)



NOTE: UNIT IS ADJUSTABLE FROM HORIZONTAL TO 90° UPWARD MAX.

For more detailed information on mounting, wiring or installation instructions, please contact factory. If poles are not ordered with fixture, please specify mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications contained herein without prior notice.

VISIONAIRE LIGHTING
Performance In A Whole New Light™

BOW LX Tennis LED

Housing

- The LED light engines are constructed of heavy-duty, die-cast aluminum, with external heat radiating fins.

Driver Compartment

- The separate driver housing is constructed of extruded aluminum, with cast aluminum end covers and stainless steel fasteners; for easy access to the LED driver(s); allowing for cooler operation and longer driver life. One-piece gasketing is utilized throughout the fixture for weather tight operation.

Thermal Management

- The BOW LX Series provides excellent overall thermal management by maximizing the fixture's heat sink capabilities. This enables the BOW LX Series to withstand higher ambient temperatures and drive currents without degrading LED life.

- The L70 test determines the point in an LED's life when it reaches 70 percent of its initial output. The BOW LX Series LEDs have been determined to last a minimum of 75,000 hours in 25°C environments when driven at 630 mA.

Optical System

- The highest lumen output LEDs are utilized in the BOW LX Series. IEB distribution Types IV, IV-A and V are available. LED light engines come in multiples of 32 LEDs.

- CRI values are 70.

Quali-Guard® Finish

- The finish is a Quali-Guard® textured, chemically pretreated through a multiple-stage washer, electrostatically applied, thermoset polyester powder coat finish, with a minimum of 8-5 millimeter thickness. Finish is oven-baked at 400 °F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors.

Finish is guaranteed for five (5) years.

Mounting

- An adjustable knuckle slip fits over a 2 3/8" Tenon, and allows for up to 90° degrees of vertical adjustment. In 10° degree increments from horizontal, as well as full slide to side adjustment with the knuckle mount.

- A round extruded aluminum, Bolt-On Arm (BOA) with an in-pole nut plate. A Round Pole Plate Adapter (RPP) is required for mounting to round poles.

Electrical Assembly

- The BOW LX Series is supplied with a choice of 680, 700, or 1000 mA high-performance LED drivers, that accept 120v thru 480v, 50 Hz to 60 Hz, input. Power factor of 95%. Rated for -55 °C operations.

- 10 kV surge protector supplied as standard.

- 0-10v Dimming Driver supplied as standard

Warranty

- Five (5) year Limited Warranty on entire system, including finish. For full warranty information, please visit VisionaireLighting.com.

Options

- Protocol & Receptacle

- Photo receptacle

- Round pole plate adapter

Listings

- BOW LX Series is UL listed, suitable for wet locations.

- Meets ANSI C136.31-2010 3G Vibration Standards when ordered with Knuckle Mount

- IP66 Rated

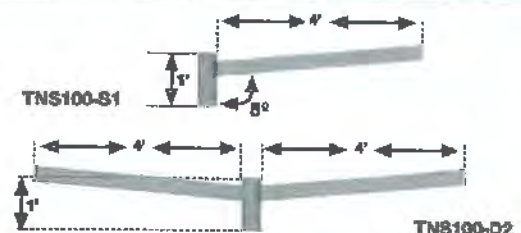
- LM79 and LM80.

- RoHS compliant.

- Powder Coated Tough™.



DesignLights Consortium (DLC) qualified Product. Some configurations of this product family may not be DesignLights Consortium (DLC) listed, please refer to the DLC qualified products list to confirm listed configurations. <http://www.designlights.org/>



Model	Size or Length	Configuration	Pole or Mount Size	Finish
TNS 100	4' 5'	Single (S1) Double (D2) Double 70° (D7) Double 90° (D9) Quad 70° (Q7) Quad 90° (Q9)	3" dia (3) 3" dia (3) 4" dia (4) 4" dia (4) 5" dia (5)	Black (BK) Tennis Green (GN) Custom Color (CC)

LUKITA Data

Tilt Deg.	BLX-3	BLX-4	BLX-6	BLX-8
0	.7	.7	.8	1.1
10	.71	.9	1.2	1.6
20	1.02	1.3	1.6	2
30	1.32	1.7	2.4	3.1
40	1.62	2.1	3	3.9
50	1.88	2.4	3.4	4.5
60	2.07	2.6	3.8	5
70	2.21	2.8	4.1	5.4
80	2.28	2.8	4.3	5.7
90	2.30	3	4.6	6.1

4-Lumen Data (Approximate Values)

#LEDs	mA	T1	lm/w	T2	lm/w	T3	lm/w	T4	lm/w	T5A	lm/w	T5	lm/w	T5W	lm/w	FM	lm/w	FM	lm/w	Water
80	350	16000	155	14389	141	14808	145	14440	142	18354	180	19904	192	14883	148	18208	188	18368	181	102
	530	22487	143	20321	128	20808	133	20382	130	23095	147	21895	139	21018	134	22981	148	23141	147	157
	700	28380	133	25647	120	26390	124	25797	121	28148	137	27835	130	26527	124	28000	136	29207	137	218
	1000	38190	118	35400	107	36425	110	36324	107	40232	122	38143	115	38814	111	39678	128	40315	122	334
128	530	21101	148	18081	133	18813	137	18127	134	21682	151	20589	144	19714	138	21471	150	21708	152	149
	830	30283	143	27336	129	28128	133	27432	130	31057	147	29454	139	28274	134	30728	145	31180	147	211
	700	38450	138	34740	125	35748	127	34882	123	39482	140	37432	133	36332	127	40123	139	39682	140	282
	1000	51868	120	48843	109	49188	111	47005	108	52236	123	50472	116	48449	112	52768	122	53344	123	454
182	530	32558	155	29500	140	30354	144	29803	141	33528	159	31735	151	30512	145	33230	158	33564	160	210
	830	46334	148	42365	132	43022	138	42543	133	48181	160	45880	142	43849	137	47758	146	48278	150	321
	700	58970	138	53898	124	54931	128	53181	125	60290	141	57103	134	54814	128	60036	140	60351	142	423
	1000	78380	110	70800	107	72850	111	71047	108	80484	122	78268	118	73229	111	79763	121	80828	122	680
250	530	44214	169	39699	144	41035	148	40078	144	45990	163	43009	155	41303	143	44998	162	45481	164	278
	830	63604	148	57433	138	59117	137	57854	134	63235	182	61805	144	59424	138	64718	160	65427	162	430
	700	78880	138	71252	125	73315	129	71501	126	80977	142	78770	138	76906	129	82882	141	81140	142	570
	1000	107827	122	97128	110	98841	113	97457	110	110385	125	104554	118	100480	114	109410	124	110808	125	884

Visit www.visionairelighting.com for up-to-the-minute chart information. BK Multiply by .98 BK .95

15200 Pk. Ln. Troy, Pa. 17142 • www.visionairelighting.com
Tel: (610) 512-6430 Fax: (610) 512-6490
www.visionairelighting.com



Outdoor Tennis References

Mark Ruszczyk – General Mgr Ocean Club	305-361-5174
Steve Sergent - Accurate Electric	209-643-9397
Sheldon Utz – Chattahoochee River Club	910-520-6245
Tim Fitzpatrick - Fitzpatrick Painting	541-967-8900
Ivan or Kristin Morales - Architect	845-202-7766
Thomas Smith - General Contractor	602-432-2868
Jeff Dawson - General Contractor	705-645-2209
Dan Lopez-Spartime Fitness Dist Mgr	916-710-0752
Loren Banner – Contractor	561-541-1873
Michael Hamlin - Home Owner	423-956-0248

Kris Licht
425-269-4958
kris@britecourt.com
kris@alternativeled.com



5555 Melrose Ave.,
Mae West, 1st Floor
Hollywood, CA 90038

February 17, 2017

Kris Licht
Brite Court
1546 NW 56th St
Seattle, WA 98107

Dear Mr. Licht:

I wanted to take this time to personally thank you for excellent workmanship and finished product through Brite Court LED lights. The fixtures fit my poles and mounting arms without a hitch and we were up and running in about two hours start to finish.

The improvement from my old Halite 1000s was astonishing. The wide beam angle with the direct lighting allows me to actually see the ball after dark! I feel like my eyes got 20 years younger, and let's not forget how energy efficient your product is.

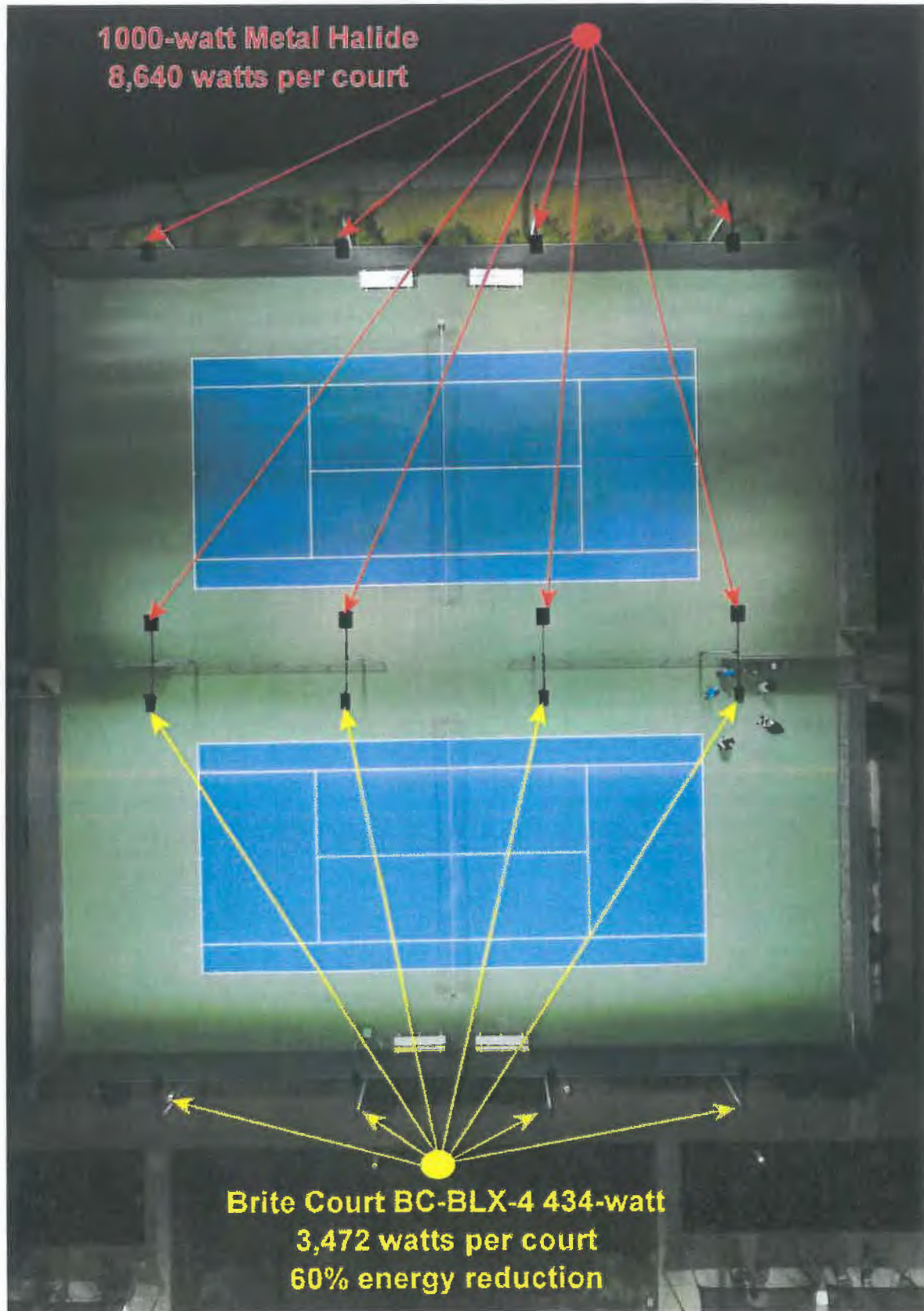
I would not hesitate to recommend your product to anyone in the market for tennis court lighting. The quality of play after dark is dramatically improved.

I also want to compliment you and your responsiveness in filling my order. Your fabricators are the best and met every deadline, and as you know we were very time sensitive. It was refreshing to work with such professionals.

Now if I can just improve my serve!

Sincerely Yours,


Dr. Phil McCraw







STANDARD SHOEBOX – 1000w



BEFORE LED

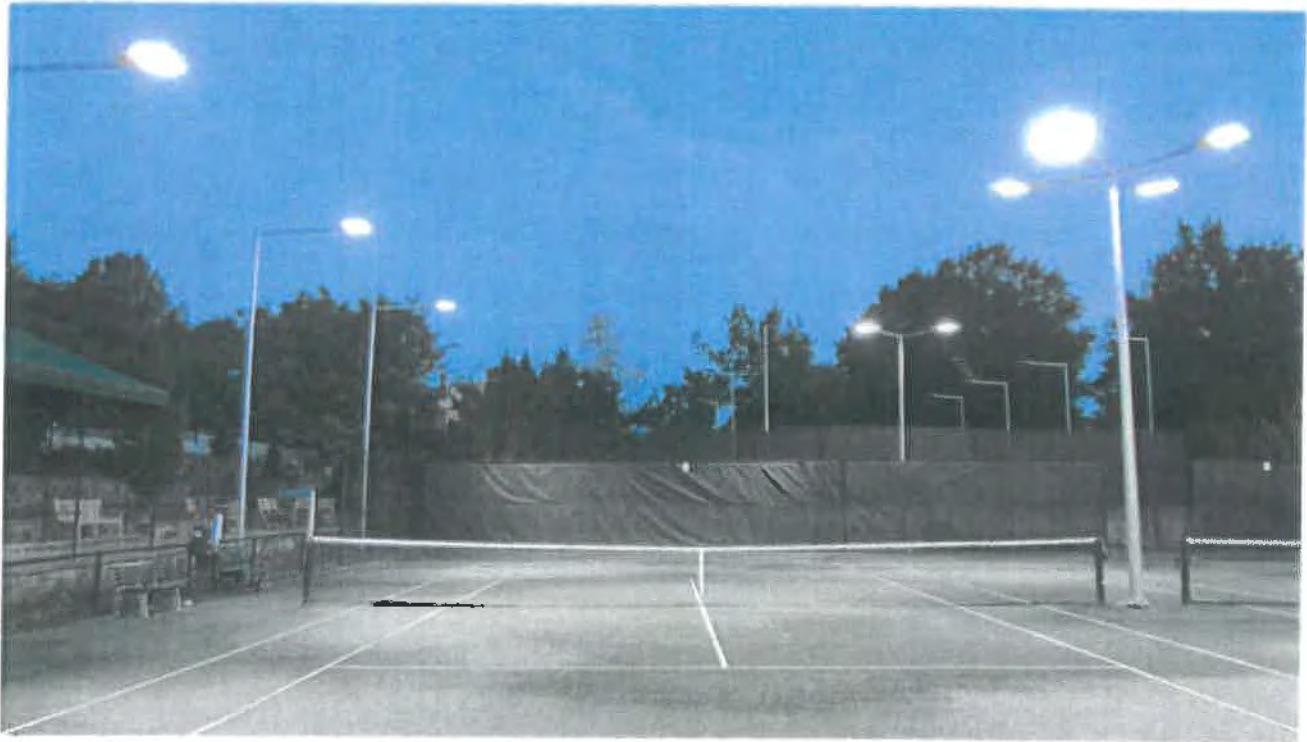
BOW LX – 600w



AFTER LED

Pictured below is the Court view of the above before and after court















The Brite Court BLX Led tennis fixture is a semi modular fixture engineered for outdoor tennis court use. Notice the individual fingers of LED's this is designed to allow airflow around the LED's making this a great LED fixture for warm climates. This is very important as LED's on other fixtures that are grouped on to a single surface will have a tough time dissipating heat which could dramatically reduce the light of the fixture or premature failure in warm environments. Thermal (heat) management is the single most important feature of any LED lighting fixture. Since the BLX fixture is modular this allows for ease of future maintenance and servicing. Brite Court LED Tennis fixtures are manufactured by one of Americas oldest and most respected outdoor LED and HID lighting companies you can be assured that you are getting a quality product with a solid American Company.



STEVEN M. MILLER
4833 26th Street North
Arlington, Virginia 22207 (703) 989-9911
steve@lgconsult.net

May 30, 2015

Kris Licht,
Brite Court Sports Lighting
1200 Westlake Ave N Suite 1006
Seattle, Washington 98109
kris@britecourt.com

Dear Kris,

I am writing this letter to thank you for your help in making our selection of outdoor tennis court lights at the Washington Golf and Country Club (WGCC), Arlington, Virginia, and to also give you a summary of the outcome, post light installation.

Since there were no reference sites in our northern Virginia area that we could conveniently visit to see the BLX LED lights installed, you put us in touch with David Fried, an engineer working on several outdoor lighting projects in southern California. David proved very helpful in providing us with photos and we also had one of our colleagues visit the Griffin Ranch Tennis Facility, to verify the quality of lights. You also provided our selection committee with a comprehensive illumination model for our courts using both the BLX 192 and the BLX 256 fixtures. Based on all this input, we selected the BLX 192 fixture for the five courts we planned to install the new lights on.

We had the lights installed this spring, during March and April. The installation was eight lights each, on five of our outdoor courts at WGCC. The feedback on the performance of the new lights from members and staff has been exceptionally positive. Players report that the illumination levels, compared to the 30-year old HID lights that were replaced, have increased remarkably. Players also report that the 5,000 Kelvin color of the BLX 192 also makes for easier tracking of tennis balls. In sum, players consistently comment that their tennis experience is far superior to what they were used to under the old lights. One player comment best sums it up, "It's like daylight out there now."

My thanks for your help in bringing this transition about, and thanks to Brite Court for supplying this cutting-edge product.

Sincerely,



Steven M. Miller
Tennis Committee, WGCC



A Nudist Resort for all Seasons

Glen Eden Nudist Resort

25999 Glen Eden Road

Corona, CA, 92883

September 22, 2015

Kris Licht

Alternative LED/Britecourt

1200 Westlake AveN, Ste 1006

Seattle, Washington, 98109

Dear Kris

We would like to congratulate you on the development and marketing of your new 614 watt LED tennis lighting fixtures. We have installed your product on two of our tennis courts and three of our Pickle Ball courts. We are extremely pleased with the results. The fast turn on (no warmup required) and low power draw is so superior to the old lighting system. Our own light meter measurements of the luminosity exceed your quoted values by a significant factor. Installation and wiring was easy and we appreciate your close customer support throughout. Our members can now play both tennis and Pickle Ball at night and actually see the ball!

Feel free to use us as a reference at any time.

Sincerely;

Dale L. Hook, Project Engineer

James DeKeyser

President, Glen Eden Corporation



Glen Eden Corporation • 25999 Glen Eden Road • Corona, California 92883-5223
Phone (951) 277-4650 • Fax (951) 277-8020 • Information 1-800-843-6833
www.gleneden.com

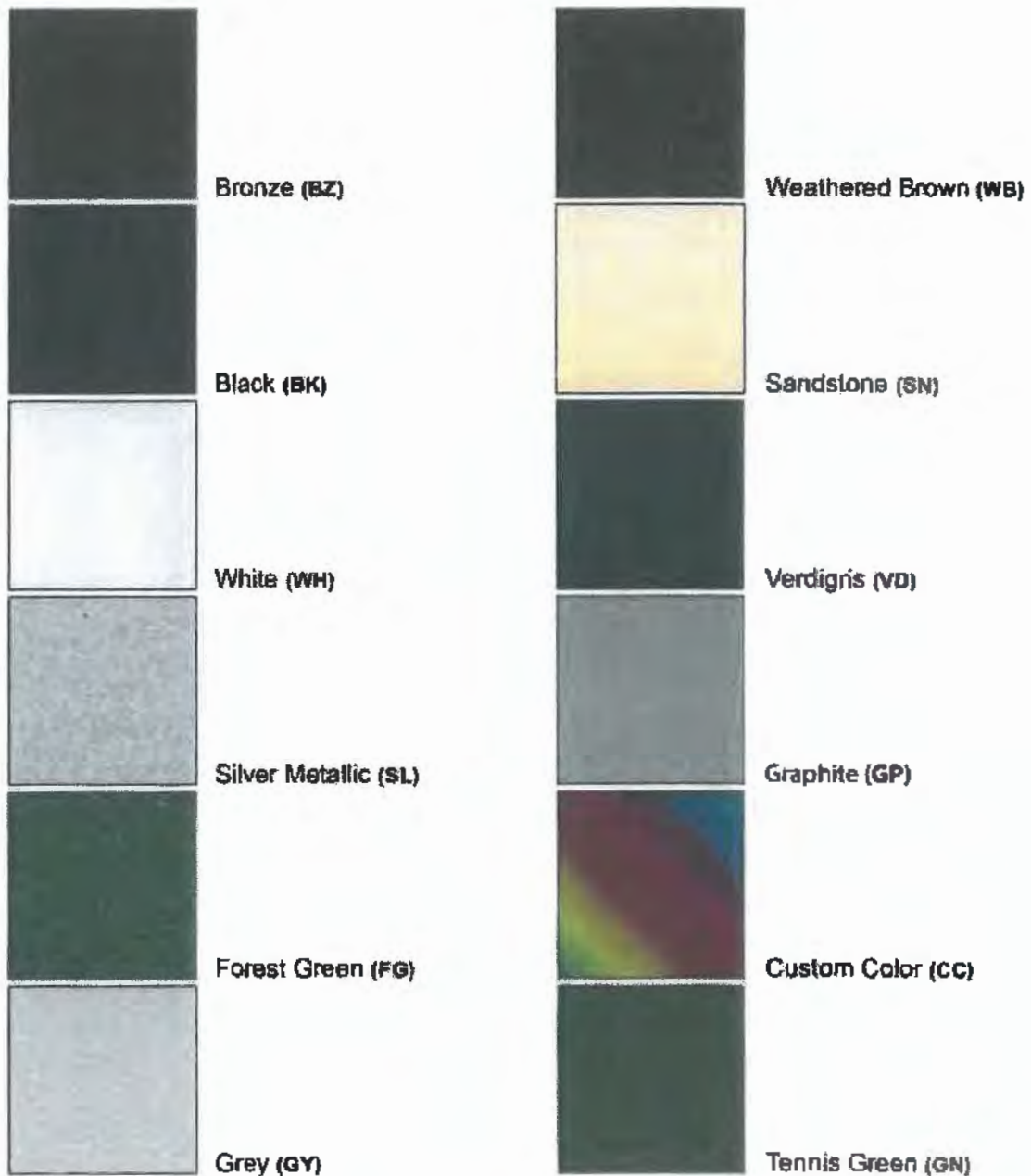


Affiliated with the American Association for Nude Recreation

Finishes

Visionaire Lighting products are offered in an exquisite selection of architectural color finishes. All feature Quali-Guard® an electrostatically-applied, minimum 4-5 mills polyester powder coat textured paint, that is oven-baked for maximum adherence and finish hardness. Quali-Guard® finishes are exceptionally durable and weather-resistant.

Please note, printed samples shown are approximate representations of color finishes.



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

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