

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
March 7, 2018**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #588

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights
 - B. Camarillo Cosmos Youth Track Club
- 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 Special Meeting of January 29, 2018 and Regular Meeting of February 7, 2018**
Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before February 15, 2018.
 - C. **Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for January 31, 2018.

D. Consideration for Setting Dates for Budget Workshops

Approval sets budget workshop dates.

E. Consideration and Approval of Contract Extension for the Park Maintenance and Recreation Improvement District

Approval extends the contract for the Engineer of Work and Levy Administration for the Park Maintenance and Recreation Improvement District of SCI Consulting Group for five years.

F. Consideration and Adoption of Resolution No. 586 Requesting that the General District Election to be Held on November 6, 2018 be Consolidated with Other Elections Called to be Held on the Same Day and in the Same Territory

Approval consolidates the General District Election with any other elections held on the same date in the same area.

G. Consideration and Adoption of Resolution No. 587, Indicating, in the Event of a Tie, the Winner in the Board Member Elections will be Determined by Lot

Approval precludes a special election in the event of a tie between candidates.

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Bid Specifications for Tennis Court Resurfacing and Court Conversion at Bob Kildee Park

Due to the increase of pickleball players in the community, PVRPD is considering the conversion of some tennis courts at Bob Kildee Park.

Suggested Action: A MOTION to Approve the bid specifications for tennis court resurfacing and pickleball court conversion at Bob Kildee Park and direct staff to solicit proposals for the approved bid specifications.

B. Consideration and Approval of the FY 2016-2017 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPA(s)

The annual financial report from Moss, Levy & Hartzheim LLP, CPAs for FY 2016-2017 is presented for approval.

Suggested Action: A MOTION to Approve the Annual Financial Report for FY 2016-2017 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

C. Consideration and Approval of Managed Information Technology Services Request for Proposal

The current IT services contract with ACT USA was not updated to reflect the major upgrade to office infrastructure the District implemented in 2017.

Suggested Actions: A MOTION to Approve the Request for Proposals (RFP) for managed Information Technology (IT) Services.

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

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report

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

11. ADJOURNMENT

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

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



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
CO-SPONSORED GROUP
ANNUAL UPDATE**

Group: Camarillo Cosmos Youth Track Club

Date: 2/13/2018

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, March 7 at 6pm in Camarillo City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Lisa Willard	2349 Brookhill Dr. / Camarillo	(805) 701-2151	
Vice President	Jay Stimpson	Camarillo	(805) 312-2615	
Treasurer	Connie Sloan	Camarillo	(805) 551-3499	
Secretary	Rachel Barlow	Camarillo	(805) 443-7137	

Number of participants last year: 285
 Projected number of participants upcoming year: 300

Changes Organization has made from previous year: There were many changes in the organization between 2016 and 2017, which have allowed us to have a smooth transition into our 2018 season with few changes between 2017 and 2018. We were fortunate to have an easy transition for board positions, as our current vice president and president shadowed the positions in the 2017 season. We have a new head coach this year (Matt Pizza), who has a wonderful history with Cosmos as an Athlete, Parent, and Coach.

Comments for the PVRPD Board of Directors: We thank you for your support as we work to provide a great opportunity for kids in Camarillo to become more active, and work towards making personal improvements. We appreciate being able to work with PVRPD for our conference level board meetings, as well as our year-end picnic, and we hope to be able to bring the picnic back to a Camarillo park in 2018.

Primary Facility (ies) Used? Adolfo Camarillo High School Track

What Time are Board Meetings Held? 1st Tues of the Month, (VCYTC) / 3rd Tues of the Month, (Cosmos)

Where are Board Meetings Held? PV Fields East Mtg Room (VCYTC) /1150 Avenida Acaso (Cosmos)

When are new Board Members Elected? _____

When are new Board Members Installed? New Board Members start in August

Pleasant Valley Recreation and Park District Liaison: Lanny Binney, Recreation Supervisor

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement by February 13, 2018 to:

Lanny Binney
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-1996 x 17
 Fax: 805-482-3468

Form Completed by (print): Lisa Willard Date 2/13/2018

Sign: _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
COMMUNITY SERVICE GROUP - ANNUAL REVIEW
FINANCIAL STATEMENT**

NAME OF ORGANIZATION Camarillo Cosmos Track Club

**Last Year's Financial Statement
Period: 10/1/2016-9/30/2017**

**Proposed Budget
Period: 10/1/2017-9/30/2018**

CHECKING

Beginning Balance:	\$ 42,606.18
Revenue:	
Registration	\$ 36,110.00
Uniforms	\$ 11,265.00
Spirit Wear	\$ 85.00
Volunteer Deposits Cashed	\$ 3,300.00
Vol. Corporate Matching	\$ -
Picnic Food Sales	\$ 1,585.00
Fundraisers	\$ 1,681.34
Sponsored Scholarships	\$ -
Miscellaneous Income	\$ 6,000.00
Total Revenue	\$ 60,026.34

CHECKING

Beginning Balance:	\$ 32,640.67
Revenue:	
Registration	\$ 38,000.00
Uniforms	\$ 6,500.00
Spirit Wear	\$ 1,000.00
Volunteer Deposits Cashed	\$ -
Vol. Corporate Matching	\$ -
Picnic Food Sales	\$ 1,600.00
Fundraisers	\$ 1,500.00
Sponsored Scholarships	\$ -
Miscellaneous Income	\$ -
Total Revenue	\$ 48,600.00

Expenses:

Registration Refunds	\$ 4,175.00
Uniform Refunds	\$ 1,225.00
Spirit Wear Refunds	\$ -
Uniforms Cost	\$ 17,337.73
Spirit Wear Cost	\$ 296.28
Conference Dues	\$ 4,275.00
Dual Conference Meet	\$ 660.00
Facility Rentals	\$ 4,620.00
Insurance	\$ 585.00
Donations to high school	\$ -
Storage Space	\$ 1,050.00
Paid H.S. Coach	\$ 500.00
Equipment	\$ 4,742.38
IT Equipment	\$ -
Supplies	\$ 3,395.60
Background Checks	\$ 1,040.00
Photo Day	\$ 1,542.66
Advertising	\$ 2,337.80
Printing/Materials	\$ 207.51
IT Services	\$ 288.00
Monthly Bank Card Fees	\$ 1,342.42
T-Shirts for All Athletes	\$ 1,299.07
Awards	\$ 11,557.90
Picnic Expense	\$ 5,665.95
Coach/Board Expense	\$ 1,618.55
Miscellaneous	\$ 230.00
Total Expense:	\$ 69,991.85

Expenses:

Registration Refunds	\$ 2,000.00
Uniform Refunds	\$ -
Spirit Wear Refunds	\$ -
Uniforms Cost	\$ 5,000.00
Spirit Wear Cost	\$ -
Conference Dues	\$ 4,500.00
Dual Conference Meet	\$ 750.00
Facility Rentals	\$ 5,000.00
Insurance	\$ 585.00
Donations to high school	\$ 1,000.00
Storage Space	\$ 1,050.00
Paid H.S. Coach	\$ 500.00
Equipment	\$ 5,000.00
IT Equipment	\$ 2,000.00
Supplies	\$ 2,500.00
Background Checks	\$ 1,000.00
Photo Day	\$ 1,500.00
Advertising	\$ 2,400.00
Printing/Materials	\$ 750.00
IT Services	\$ 300.00
Monthly Bank Card Fees	\$ 1,500.00
T-Shirts for All Athletes	\$ 1,500.00
Awards	\$ 6,000.00
Picnic Expense	\$ 5,000.00
Coach/Board Expense	\$ 1,500.00
Miscellaneous	\$ 750.00
Total Expense:	\$ 52,085.00

Ending Balance: \$ 32,640.67

Ending Balance: \$ 29,155.67

List Savings/CDs/Investments here:

Savings Account	\$
CD Account ___ month	\$
CD Account ___ month	\$
Investment Account	\$
Other Account	\$
Total Other Accounts	\$
Checking + Other	\$ 32,640.67

List Savings/CDs/Investments here:

Savings Account	\$
CD Account ___ month	\$
CD Account ___ month	\$
Investment Account	\$
Other Account	\$
Total Other Accounts	\$
Checking + Other	\$ 29,155.67

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
January 29, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:30 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

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

Absent:

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisors Jane Raab and Lanny Binney, Park Supervisor Nick Marienthal, and Recreation Coordinator Katlyn Simber-Clickener.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

A. Review Goals for 2017

General Manager Mary Otten reviewed the District's FY 2017 accomplishments with regards to the strategic elements and goals from the District's 2013-2018 Strategic Plan. Some of the highlights are the initiation of the senior and facility needs assessment, establishment of a working relationship with the City, the completion of several capital projects, the extension of the District's trail system and outdoor programming via grants, COP refunding to save money, Foundation fundraising, department restructuring, completion of agreements with local partners, utilization of internship program at Channel Islands University, staff training and cross training, IT and phone system updates, and park signage. Discussion included assessment of activity and instructor fees, partnering with other districts for trainings, Friends of Camarillo Dog Park's assistance with dog park improvements, progress with next phase in baseball field development at Freedom Park, multi year budget for educational and programming grants, the use of Quimby funds, Finance Committee tracking of Quimby funds, and redevelopment and assessment agencies, disaster planning and the need for better marketing to promote the District's visibility, the needs assessment and its partnership with the City.

B. Discuss Projects, Programs and Activities for Budget Year 2018/2019

General Manager Mary Otten addressed the District's strategic goals for 2018/2019. Slated for progress/completion are the following: analysis of facility/field use costs, update of fee schedule, update of five year capital plan, finance operating procedure manual, grant applications, update of joint use agreements and community service agreements, work with the City on needs assessment, developer fees and water mitigation; exploration of neighboring properties for trail extensions, identification of sponsorship opportunities, park signage, updating disaster preparedness plan, and work on a District wide marketing plan. Discussion included efficiencies of true cost analysis for facilities, the cost of such an analysis, the number of users per facility/park, pickleball/tennis courts, Somis annexation, developing a strategy plan for Quimby funds, updating the five year capital plan to include creating another area at Springville Dog Park, potential additional land at Pleasant Valley Fields, turf reduction/water conservation plans, and the implementation of new baseball fields at Freedom Park; open space and connectivity with Santa Monica Mountains trail system, extension of strategic plan in coordination with needs assessment, multi-year budgeting for grants, and the need for a strong marketing plan to retain visibility and presence on social media.

C. CLOSED SESSION

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

b. Reconvene into Open Session/Special Meeting [Govt. Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable [Govt. Code Section 54957.1].
No action taken.

7. ORAL COMMUNICATIONS

None.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:58 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
February 7, 2018**

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 6:00 p.m. by Chairman Malloy.

Call to Order

2. PLEDGE OF ALLEGIANCE

Director Neal Dixon led the pledge.

3. ROLL CALL

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Administrative Analyst Megan Hamlin, Customer Service Lead and Recording Board Secretary Karen Roberts, Park Supervisors Nick Marienthal and Matt Parker, Recreation Supervisors Lanny Binney and Jane Raab, Recreation Coordinator Katlyn Simber-Clickener, Rich Frank, Brian Bosley, Gilbert Zaragoza, Ron Norton, Annie Barker, Greg Santamaria, Mike Harrison, Cody Wayne, Brandon Mann and Shannan Roberson.

Roll Call

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. PRESENTATIONS

A. District Highlights

Park Supervisor Matt Parker presented the highlights of the District's February/March activities, programs, and special events along with a spotlight on three of the District's parks. Adult basketball registration begins February 26 and includes a new 3 on 3 league on Thursday evenings along with the regular 5 on 5 leagues on Monday, Tuesday and Wednesday. The Senior Center has a Valentine's Dance on February 13 with a Movie & Lunch on March 1 and the Rummage Sale on April 14. Senior excursions are Hollywood in Style on February 22, Pechango Casino on March 15, and Coast Cruising on March 29. At the Aquatic Center, lifeguard training and diving classes begin in February. The Camarillo's Bird Museum WFVZ tour is on Feb 13 and there are hikes planned for March 3 and March 24. Easter Eggstravaganza and Spring Craft Fair will be March 31 from 10 am to 2pm. The three parks Mr. Parker highlighted are the Las Posas Equestrian Park, Springville Park and Valle Lindo. The Equestrian Center Park has 2 arenas with trails for hikers as well. Springville Park was developed in 1977 and has tennis courts and a 1.2

acre fenced-in dog park. Valle Lindo Park is a 10 acre park with tennis courts, a walking path, an amphitheater, picnic shelters and a large open space. General Manager Mary Otten was selected as the Acorn Top 10 of the Year by the Acorn Newspaper group and recognized for her accomplishments with the needs assessment study.

B. American Youth Soccer Organization (AYSO)

Recreation Supervisor Lanny Binney introduced Mike Harrison, Regional Commissioner of AYSO Region 68, Camarillo's community-based league which is supported by the AYSO national office. The group has had a few challenges this year with a loss in membership due to the difficulty in using the new national management registration system, Blue Sombrero, where a portion of the fees goes to the national level now. Fun, Safe and Fair Soccer defines the soccer program which is open for 4u to 19u players that play a minimum of ¾ of every game. The VIP program scholarships about 50 special needs youth and premier club level programs like United and Extra are offered. AYSO United Channel Islands operates in the CalSouth circuit but there are no CalSouth tournaments at Pleasant Valley Fields (PVF). Players from this circuit however, do play in games at PVF. Strawberry Cup will be in its 25th season this year with over 240 teams and the Extra Cup and Section 10 tournaments bring about 70 teams to the area. Over 800 volunteers are provided training.

C. Roadrunners Radio Control Auto Racing Club

Recreation Supervisor Lanny Binney introduced Brian Bosley, president and Cody Wayne vice president of the Roadrunners R/C Club. The group has been operating since 1974 and has up to 60 people on Sundays and up to 20 on Saturdays. The club operates 4 larger events that average about 120 racers. Approximately 20% of the car drivers are from Camarillo drivers, but the club is unique because they offer both on road and off road tracks. The club would like to expand its social media presence, polish up the facilities and use the track to educate younger racers.

D. Pleasant Valley Co-op Preschool

Recreation Supervisor Jane Raab introduced Director Annie Barker who presented Shannan Roberson, a 2nd year president of the Pleasant Valley Co-op Preschool. Ms. Roberson highlighted some of the recent changes at the preschool including the installation of earthquake film on the windows, a new privacy screen on the back fence, improvements in the back yard, a new public Facebook page, hiring of a professional bookkeeper, and coordinating aerial spraying with neighboring farmers to spray outside of school hours. Ms. Barker will be leaving next year so there is an assistant director in training. The preschool is holding an Open House on February 28th and open registration begins March 5th.

6. PUBLIC COMMENT

None.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting January 3, 2018
- B. Warrants, Accounts Payable & Payroll thru January 18, 2018
- C. Financial Report

- D. Consideration and Adoption of Resolution No. 584 Directing SCI Consulting Group to Prepare the FY 2018-2019 Engineer's Report for the Assessment District
- E. Creation and Implementation of Fund 30 – Informational Item Only
- F. Consideration and Adoption of Resolution No. 585 Approving a Written Request for LAFCo to Appoint a Special District Representative to the Countywide Oversight Board

Chairman Malloy requested that Agenda Item 7.C. *Financial Report* and 7.F. *Consideration and Adoption of Resolution No. 585 Approving a Written Request for LAFCo to Appoint a Special District Representative to the Countywide Oversight Board* be pulled from the consent agenda for discussion.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the Consent Agenda minus Items 7.C. and 7.F.

**Motion to
Approve Agenda
Minus 7.C. & 7.F.**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

Chairman Malloy pulled Item 7.C. *Financial Report* to explain the District's current financial picture and provide an update on recent CalPERS information. Currently, the District is about 16% positive on revenue due to property tax payments and is in good shape. Mr. Malloy presented CalPERS unfunded liability and funding ratios from the state's CalPERS 2016-17 Comprehensive Annual Financial Report. Funding ratios have been decreasing and the liability has grown to over 436,703 million dollars. The Public Employees Retirement Fund (PERF) needs more than 46% more to pay for current bills and it will need to come from 1) investment returns – 60-75% of fund \$, 2) employer payroll \$ - which will go up, 3) employee payroll \$ – limited to ½ normal cost, and 4) unfunded liability payments – also going up. The District is smaller and uses service contractors, but we will still see jumps in 2018/19 and 2020/21 because of the decrease in forecasted returns from 7.5% to 7.375% and lower. PVRPD and the City have no control over these numbers.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve Consent Agenda Item 7.C.

**Motion to
Approve Agenda
Item 7.C.**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

Director Magner requested changing the wording of the letter in Item 7.F. *Consideration and Adoption of Resolution No. 585 Approving a Written Request for LAFCo to Appoint a Special District Representative to the Countywide Oversight Board*. The correct letter wording shall read as follows: "The District is aware of the consolidation of the Successor

Agency Oversight Boards into a single Countywide Oversight Board, which has an effective date of July 2018, and one member of which may be appointed by the Special District Selection Committee. On behalf of the Pleasant Valley Recreation and Park District, and as a member of the Special District Selection Committee, I am writing to request that you, as the Executive Officer of Ventura LAFCo initiate the process to allow for the Selection Committee to appoint a member of an independent special district to the County Oversight Board. Respectfully, Mark Malloy, Board Chair”. This letter will be sent to LAFCo. The resolution will include “a written request to the Executive Officer of Ventura LAFCo initiate the process to allow for the Selection Committee to appoint a member of the independent special districts on an oversight board.”

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the amended Consent Agenda Item 7.F.

Motion to Approve Agenda Item 7.F.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Mid-Year Budget Revisions

Administrative Services Manager Leonore Young reviewed the mid-year budget revisions for the FY 2017-2018 budget. There was an increase in Reimbursement ROPS, the Recognized Obligation Payment Schedule, due to a settlement with California State University Channel Islands and a decrease in public fees due to the cancelled Christmas Parade. Discussion included an explanation on the increase of the ROPS payment and CIP adjustments for pickleball/tennis court work.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve the mid-year budget revisions to the FY 2017-2018 budget.

Motion to Approve Mid-Year Budget Revisions

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

B. Approval and Award of the Contract Agreement Between the District and Natural Green Landscape Inc. for Landscape Maintenance Services

Park Supervisor Nick Marienthal presented the agreement between Natural Green Landscape, Inc. and the District for landscape maintenance services. Six companies submitted bids and the three lowest bidders were interviewed. Gilbert Zaragoza, the president of Natural Green Landscape, Inc. based in Oxnard for eight years, answered questions and provided some company information. Discussion included breakdown of rates over a three-year period, a higher rate for the first year due to equipment, confidence

level in a new company, the effect of prevailing wages, Natural Green's higher than pay scale wages and the community pressure for parks to look good.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the contract between the District and Natural Green Landscape Inc. for landscape maintenance services.

**Motion to
Approve Contract
With Natural
Green Landscape**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

C. Approval and Award of the Contract Agreement Between the District and Brightview Landscape Inc. for Landscape Maintenance and Janitorial Services for Pleasant Valley Fields Sports Complex

Park Supervisor Matt Parker presented Brightview Landscape Inc.'s proposal for landscape maintenance and janitorial services at Pleasant Valley Fields (PVF). Brightview was the only qualified bidder who submitted a proposal. Greg Santamaria, Brightview's area branch manager for the last 10 years was present for questions. Discussion included the large difference in pricing for PVF maintenance versus all of the other parks; the inclusion of infrastructure, irrigation controllers, booster pump maintenance, pest management, top dressing, aerification and janitorial services in addition to sod care at PVF; the need for 3 full time employees plus more staff for tournaments if there was no contract landscape service, reasons explaining why only one qualified bidder showed up possibly due to level of technical experience required along with liability issues and inability of companies to deal with prevailing wages; question as to the understanding of the difference in the maintenance of a sports park, inability of some contract employees to communicate with staff, inconsistencies in field moisture levels, management of broadleaf weeds in the sod, dedicated equipment, split staff for tournament weekends, lack of topsoil causing the unique condition of the fields, and the need for continuous improvement.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve and award the contract agreement between the District and Brightview Landscape Services Inc. for landscape maintenance and janitorial services at Pleasant Valley Fields Sports Complex.

**Motion to
Approve Contract
With Brightview
At PV Fields**

Voting was as follows:

Ayes: Mishler, Magner, Kelley, Chairman Malloy

Noes: Dixon

Absent:

Motion: Carried

Carried

The Board recessed at 8:39 p.m. and reconvened at 8:48 p.m.

D. Consideration and Approval of Water Conservation Agreement Between the District and Camarillo Village Homes, LLC

General Manager Mary Otten presented an agreement for Camarillo Village Homes, LLC (CVH) to undertake water savings projects with the District to assist with CVH's water demand offset amount required by the City. CVH is proposing a residential planned development of approximately 309 residential units on 23 acres at the corner of Lewis Road and Pleasant Valley Road and is required to offset over 39 acre feet/year (af/y) of water demands. CVH through Hawkeye Investments hired Climate Smart Irrigation to prepare a water use and supply study for the District and recommended a water savings of over 40 af/y with the use of Smart Controllers at several parks where the District receives water from the City. Brandon Mann with Hawkeye Investments was present for questions. Discussion included effectiveness of controllers maintained so far, CVH's providing of funding (app. \$100,000) for the installation, monitoring and replacement of Smart Controllers for about 5 years; District's control over water usage, biggest savings with the system's ability to recognize major leaks or no water flow, increase in water efficiency, 9% of current District budget is water costs, impact of water savings on budget, 10 year life expectancy of a controller, CVH's 23 acre development providing housing for approximately 700 people, concern that the benefits favor CVH in this mutual benefits agreement, and the District's need for water savings and update of irrigation system.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the agreement with Camarillo Village Homes, LLC to incorporate a water conservation project.

Voting was as follows:

Ayes: Magner, Dixon, Mishler, Chairman Malloy

Noes:

Abstain: Kelley

Absent:

Motion: Carried

**Motion to
Approve
Agreement with
CVH for Water
Conservation**

Carried

E. Comparison of California Association for Parks & Recreation Indemnity (CAPRI) versus Special District Risk Management Authority (SDRMA) Training Opportunities

Administrative Analyst Megan Hamlin reviewed the comparison between CAPRI and SDRMA for costs and training opportunities. Recommendation is to remain with CAPRI.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the continuation of coverage with California Association for Park & Recreation Indemnity (CAPRI).

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Coverage with
CAPRI**

Carried

F. Consideration and Approval of Bid Specifications for Wood Replacement for Bob Kildee Pavilion

Park Supervisor Nick Marienthal presented the bid specifications for wood replacement at the Bob Kildee Park pavilion. Options presented were to 1) replace wood with similar, 2) replace with steel columns and steel gable style covering, 3) replace with recycled plastic lumber, or to 4) replace the roof beams with recycled plastic lumber and the rest wood. Discussion included less deterioration with plastic lumber on top, the need for extra columns and support if using larger recycled plastic lumber, 50 year life span of plastic, suggestion for larger timbers in wood and replacement of 3 x 4 with plastic lumber, 3 to 4 week turn around when ordering plastic lumber, demand for pavilion for rentals, placing more lumber on top for better shade coverage, reuse the old brackets and reword bid specifications to include a bid alt for the plastic on top and wood on the rest.

Chairman Malloy called for a motion. A motion was made by Chairman Malloy and seconded by Director Mishler to approve the bid specifications to be modified to include a bid alternate for plastic lumber on the pavilion top with wood replacement as in option #1 for the work needed at the Bob Kildee pavilion and direct staff to solicit proposals.

**Motion to
Approve Bid
Specs with Bid
Alternate at
Bob Kildee Park
Pavilion**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

G. Capital Improvement Projects

Park Services Manager Bob Cerasuolo provided a PowerPoint presentation of the District's Capital Improvement Projects. Completed projects to date:

- Bob Kildee Parking Lot
- Camarillo Grove Dog Park – artificial turf
- Administration Office Redesign – carpet and cubicles
- Administrative Building – roof
- Mission Oaks Park Concession Building – roof
- Aquatic Center – tankless water heater
- Bob Kildee Park – pour and play resurfacing
- Charter Oaks Park – windrow trees
- Total Actual Costs = \$413,720 (under estimate)

Projects in Progress:

- Auditorium Patio
- Auditorium Restrooms
- Auditorium Ducting
- Springville Dog Park Retaining Wall
- Freedom Park Baseball Design Plans
- Coming soon:
 - PV Fields – east end slurry

- Bob Kildee Pavilion
- Freedom Shop Driveway
- Total Estimated Costs = \$286,000

9. INFORMATIONAL ITEMS

- A. Chairman Malloy – Chairman Malloy reported that the Senior Center held a successful fundraiser on January 23rd at Pick up Stix. The annual board goal planning meeting was held on January 29th and the Needs Assessment forum was held on January 30th with over 50 people in attendance. He thanked Jan McDonald and Dave Norman from the City of Camarillo for their attendance. Support for a new senior center was evident and the Camarillo demographics presented were very interesting. Mr. Malloy attended the VCSDA meeting on February 6th with Directors Kelly, Magner and Mishler and the District received the transparency certificate.
- B. Ventura County Special District Association/California Special District Association- Director Magner reported that the District received the CSDA Foundation award for the District's Transparency of Excellence and thanked Administrative Analyst Anthony Miller and the directors for their assistance in completing this project. Ms. Magner reported that CSDA has helped kill negative impact bills and that VCSDA's meeting had an excellent guest speaker in Sheriff Geoff Dean.
- C. Santa Monica Mountains Conservancy – Director Mishler attended the January meeting and for the first time in 19 years the state general fund allocated 3.5 million dollars to the agency for the purchase of land.
- D. Standing Committees – Personnel – Director Magner reported that they are working on the MOU update. Finance – Director Malloy referred to his comments from the night's meeting. Liaison – Director Dixon stated that the needs assessment presentation was packed with quite a bit of information which is available on the District's website.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that the group is researching a theme for the annual fundraiser in August.
- F. General Manager's Report – General Manager Otten reported that CGSA has their opening day on February 24 at Mission Oaks Park. CPBA's opening night is at Bob Kildee on March 2nd under the lights. Ms. Otten mentioned that Charter Oak Park trail had some asphalt work completed and some fencing work was completed at Springville Dog Park.

10. ORAL COMMUNICATIONS

Director Kelley stated that the bike lanes on Las Posas Road and Santa Rosa Road are dangerous and the lanes need to be removed or expanded. Mr. Kelley also noted that the soccer fields at Adolfo Camarillo High School are in extremely poor condition especially after the football season. Camarillo should put pressure on the Oxnard School District to widen the field and replace with turf. Director Dixon commented on City Councilmember Tony Trembley's article in the paper regarding term limits for city council members. Dr. Dixon is in agreement and suggested that the same should also be considered for District Board members. Director Mishler commented on working with the city and the research project and thanked District staff for the work done out at Charter Oak Park. Director Magner thanked staff for the reports presented.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 9:57 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chairman**

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

TO: BOARD OF DIRECTORS

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

DATE: March 7, 2018

SUBJECT: FINANCE REPORT JANUARY 2018

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for January 31, 2018 for Fund 10 and Fund 20.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JANUARY 31, 2018

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through January 31, 2018 with a year-to-date comparison for the period of July 1, 2016 through January 31, 2017. The percentage rate used for the 2017-2018 fiscal year budget is 58.33% for Period 7 of the fiscal year.

REVENUES

Total revenue for the 7th month ending January 31, 2018 for Fund 10 (General Fund) has an overall decrease of \$2,852,137 in comparison to fiscal year 2016-2017. Most of the decrease is due to the following items: 1) Park Dedication Fee (\$3,123,562) [if Park Dedication Fees from fiscal year 2016-2017 are not factored in, fiscal year 2017-2018 revenue has an increase of \$271,425]; 2) ROPS Reimbursement (\$129,641) 3) Current Year Secured (\$106,202) and 4) Rental (\$22,076) having an increase over the same period as last year. These variances are due to the receipt of ROPS from California State University Channel Islands (CSUCI) and Secured Tax Apportionment is up by 3.2% over the same period as last year and Rental income has increased by 10% over the same period as last year.

Total revenue for the 7th month ending January 31, 2018 for Fund 20 (Assessment District) is at 56.7% of budget, which is 1.6% below expected budget. The District hopes to see an improvement in the Assessment District revenue once the April tax apportionment is received.

EXPENDITURES

Personnel Expenditures have increased by \$90,908 for FY 2017-2018 in comparison to personnel expense for the same time last year. This increase will be a constant for the first few months of the fiscal year as the District paid the CalPERS Unfunded Liability in full for fiscal year 2017-2018. In comparing the prior fiscal year with the current fiscal year, the variances are in CalPERS

Unfunded Liability (\$131,420) along with part-time wages increasing by (\$48,553) in comparison to the same time period as last year due to part-time positions being filled.

Service and Supply Expenditures have increased \$208,463 in comparison to the same period as last year. This increase is primarily due to the following items: 1) COP Debt Service Payment PV Fields (\$143,739) 2) Water (\$34,846) and 3) RDA Collection Fee (\$24,078). The Debt Service payment increase is due to moving a portion of the 2017 COP payment to the General Fund, as this expense has been paid out of the Assessment District fund in prior years; this variance will be a constant through most of the fiscal year. Water has increased due to the warm and windy weather conditions Camarillo has been experiencing the last few months. The RDA Collection Fee has increased as that is based on the amount the District receives in tax apportionment in December and April of every year.

Fund 20 is at 47.7% in Personnel and 52.1% in Service and Supplies. The Assessment District is staying within budget in all categories.

The Capital projects are underway and currently the District is at 48.5% of budget on capital projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 6.5% and Fund 20 by 6.8%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for January 31, 2018 for Fund 10 and Fund 20.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of January 31, 2018 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of January 31, 2018 Fund 20
(1 page)

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
January 2018 58.33%

Description	Account	Period	One Year Prior		Year to Date	Budget	Budget		% of Budget
			Amount	Actual			Remaining	Used	
Tax Apport Cur Year Secured	5110	\$ -	\$ 3,168,418.70	\$ 3,274,620.96	\$ 6,126,646.00	\$ 2,852,025.04	\$ -	53.45%	
Tax Apport Cur Year Unsec	5120	\$ 18,903.28	\$ 132,002.25	\$ 104,473.45	\$ -	\$ 104,473.45	\$ -	0.00%	
Tax Apport Prior Year Sec	5130	\$ 19,926.23	\$ 61,143.80	\$ 37,380.77	\$ -	\$ 37,380.77	\$ -	0.00%	
Tax Apport Prior Year Unsec	5140	\$ 4,556.00	\$ 5,904.31	\$ 4,556.00	\$ -	\$ 4,556.00	\$ -	0.00%	
Tax Deeded Sales	5150	\$ -	\$ -	\$ 26.30	\$ -	\$ 26.30	\$ -	0.00%	
Cur Supplemental Pass Thru	5210	\$ 21,997.26	\$ 17,287.89	\$ 41,776.01	\$ -	\$ 41,776.01	\$ -	0.00%	
HOPTR	5230	\$ 16,271.04	\$ 23,043.62	\$ 23,304.76	\$ -	\$ 23,304.76	\$ -	0.00%	
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ 15,982.52	\$ -	0.00%	
Supplemental Assessment Roll	5240	\$ 140.99	\$ 200.83	\$ 140.99	\$ -	\$ 140.99	\$ -	0.00%	
Interest Earnings	5310	\$ -	\$ 14,000.82	\$ 11,165.15	\$ 18,690.00	\$ 7,524.85	\$ -	59.74%	
MBS Interest Earnings	5320	\$ -	\$ 9,106.76	\$ 8,376.60	\$ -	\$ 8,376.60	\$ -	0.00%	
Park DedicationFees	5400	\$ -	\$ 3,123,562.00	\$ -	\$ -	\$ -	\$ -	0.00%	
Dividends CAPRI Prior Years	5460	\$ -	\$ 10,594.50	\$ -	\$ -	\$ -	\$ -	0.00%	
Park Patrol Citations	5506	\$ 379.91	\$ 2,495.16	\$ 1,721.34	\$ 3,025.00	\$ 1,303.66	\$ -	56.90%	
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ -	0.00%	
Contract ClassesPublic Fees	5510	\$ 28,391.01	\$ 301,851.21	\$ 144,662.89	\$ 235,111.00	\$ 90,448.11	\$ -	61.53%	
Public Fees	5511	\$ 28,852.50	\$ -	\$ 167,108.11	\$ 413,610.00	\$ 246,501.89	\$ -	40.40%	
Swim Passes	5513-5529	\$ 3,470.05	\$ 33,569.32	\$ 30,989.14	\$ 65,445.00	\$ 34,455.86	\$ -	47.35%	
Rental	5530	\$ 33,526.81	\$ 200,657.01	\$ 222,733.29	\$ 347,727.00	\$ 124,993.71	\$ -	64.05%	
Cell Tower Revenue	5535	\$ 4,458.90	\$ 48,000.19	\$ 46,025.19	\$ 82,272.00	\$ 36,246.81	\$ -	55.94%	
Annual Passes	5536	\$ 752.00	\$ 917.30	\$ 4,942.25	\$ -	\$ 4,942.25	\$ -	0.00%	
Parking Fees	5540	\$ 24.00	\$ 8,731.00	\$ 9,638.25	\$ 12,024.00	\$ 2,385.75	\$ -	80.16%	
Indemnity Revenue	5545	\$ 11,570.75	\$ -	\$ 11,570.75	\$ -	\$ 11,570.75	\$ -	0.00%	
Dues	5550	\$ 400.00	\$ 846.00	\$ 1,096.00	\$ 2,208.00	\$ 1,112.00	\$ -	49.64%	
Activity Guide Revenue	5555	\$ 2,090.00	\$ 7,990.00	\$ 9,130.00	\$ 8,800.00	\$ 330.00	\$ -	103.75%	
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,703.98	\$ -	\$ -	\$ -	\$ -	0.00%	
Donations	5570	\$ 1,990.00	\$ 91,285.00	\$ 82,593.45	\$ 80,620.00	\$ 1,973.45	\$ -	102.45%	
Grant HCF	5573	\$ -	\$ 31.75	\$ -	\$ -	\$ -	\$ -	0.00%	
Other/Purchase Discount Taken	5575	\$ 5,954.05	\$ 36,529.95	\$ 39,777.74	\$ 53,133.00	\$ 13,355.26	\$ -	74.86%	
Cash Over/Under	5580	\$ 10.00	\$ 25.00	\$ 75.00	\$ -	\$ 75.00	\$ -	0.00%	
Incentive Income	5585	\$ 5,571.66	\$ 1,016.64	\$ 6,903.27	\$ 3,340.00	\$ 3,563.27	\$ -	206.68%	
Reimbursement ROPS	5600	\$ -	\$ 164,882.89	\$ 294,523.81	\$ 90,000.00	\$ 204,523.81	\$ -	327.25%	
Reimb Needs Assessment	5605	\$ -	\$ -	\$ 18,367.25	\$ -	\$ 18,367.25	\$ -	0.00%	
Revenue		\$ 209,236.44	\$ 7,465,797.88	\$ 4,613,661.24	\$ 7,542,751.00	\$ 3,891,816.12	\$ -	61.17%	
YTD Comparison				\$ (2,852,136.64)					

Personnel									
Full Time Salaries	6100	\$ 154,667.76	\$ 1,185,017.99	\$ 1,180,385.75	\$ 2,235,781.00	\$ 1,055,395.25	\$ -	52.80%	
Overtime Salaries	6101	\$ 3,490.83	\$ 6,858.80	\$ 9,008.87	\$ 32,225.00	\$ 23,216.13	\$ -	27.96%	
Car Allowance	6105	\$ 900.00	\$ 5,267.48	\$ 6,300.00	\$ 10,800.00	\$ 4,500.00	\$ -	58.33%	
Cell Phone Allowance	6108	\$ 1,462.50	\$ 7,861.45	\$ 10,237.50	\$ 17,550.00	\$ 7,312.50	\$ -	58.33%	
PartTime Salaries	6110	\$ 32,616.33	\$ 294,582.00	\$ 343,134.65	\$ 707,997.00	\$ 364,862.35	\$ -	48.47%	
Retirement	6120	\$ 26,022.48	\$ 193,658.00	\$ 194,086.25	\$ 399,353.00	\$ 205,266.75	\$ -	48.60%	
457 Pension	6121	\$ 135.22	\$ 6,771.18	\$ 6,771.18	\$ 7,945.00	\$ 1,173.82	\$ -	85.23%	
Employee Insurance	6130	\$ 17,472.75	\$ 127,090.52	\$ 119,047.25	\$ 330,067.00	\$ 211,019.75	\$ -	36.07%	
Workers Compensation	6140	\$ 10,501.81	\$ 64,607.92	\$ 81,360.36	\$ 145,957.00	\$ 64,596.64	\$ -	55.74%	
Unemployment Insurance	6150	\$ -	\$ 3,348.33	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -	0.00%	
Loan Pension Obligation	6160	\$ 19,836.92	\$ 134,638.00	\$ 138,858.42	\$ 238,043.00	\$ 99,184.58	\$ -	58.33%	
PEPB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	0.00%	
PERS Unfunded Liability	6170	\$ -	\$ 100,923.96	\$ 232,344.00	\$ 245,195.00	\$ 12,851.00	\$ -	94.76%	
Personnel		\$ 267,106.60	\$ 2,130,625.63	\$ 2,321,534.23	\$ 4,384,913.00	\$ 2,063,378.77	\$ -	52.94%	
YTD Comparison				\$ 190,908.60					

Services and Supplies									
Telephone	6210	\$ 704.50	\$ 7,089.36	\$ 5,860.67	\$ 11,556.00	\$ 5,695.33	\$ -	50.72%	
Internet Services	6220	\$ 1,886.70	\$ 15,045.03	\$ 13,168.39	\$ 33,882.00	\$ 20,713.61	\$ -	38.87%	
Pool Chemicals	6310	\$ -	\$ 3,387.43	\$ 3,106.37	\$ 12,000.00	\$ 8,893.63	\$ -	25.89%	
Janitorial Supplies	6320	\$ 1,014.48	\$ 28,470.15	\$ 23,595.43	\$ 48,325.00	\$ 24,729.57	\$ -	48.83%	
Kitchen Supplies	6330	\$ 72.95	\$ 278.39	\$ 420.97	\$ 1,510.00	\$ 1,089.03	\$ -	27.88%	
Food Supplies	6340	\$ 88.28	\$ 3,799.48	\$ 2,991.99	\$ 8,811.00	\$ 5,819.01	\$ -	33.96%	
Water Maint & Service	6350	\$ 43.70	\$ 687.65	\$ 387.30	\$ 1,380.00	\$ 992.70	\$ -	28.07%	
Laundry/Wash Service	6360	\$ -	\$ -	\$ 20.00	\$ 680.00	\$ 660.00	\$ -	2.94%	
Insurance Liability	6410	\$ -	\$ 87,921.00	\$ 48,579.00	\$ 125,434.00	\$ 76,855.00	\$ -	38.73%	

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
January 2018 58.33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget	% of Budget
						Remaining	Used
Fuel	6510	\$ 2,453.85	\$ 18,377.10	\$ 18,821.91	\$ 41,000.00	\$ 22,178.09	45.91%
Vehicle Maintenance	6520	\$ 1,825.77	\$ 14,770.67	\$ 18,652.77	\$ 34,200.00	\$ 15,547.23	54.54%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ 400.00	\$ 900.00	\$ 500.00	44.44%
Computer Equip Maintenance	6540	\$ 1,550.00	\$ -	\$ 1,625.06	\$ 2,800.00	\$ 1,174.94	58.04%
Building Repair	6610	\$ 1,861.71	\$ 33,890.15	\$ 26,299.13	\$ 78,315.00	\$ 52,015.87	33.58%
Bldg Equip Maint/Repair	6620	\$ 1,598.26	\$ 9,318.42	\$ 13,588.27	\$ 35,700.00	\$ 22,111.73	38.06%
Improvements/Maintenance	6630	\$ 720.00	\$ 16,553.93	\$ 4,458.05	\$ 31,200.00	\$ 26,741.95	14.29%
Incidental Costs Assess	6709	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	0.00%
Grounds Maintenance	6710	\$ 3,723.69	\$ 49,003.00	\$ 41,347.75	\$ 88,980.00	\$ 47,632.25	46.47%
Tree Care Assess	6719	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00	0.00%
Park Amenities Assess	6722	\$ -	\$ -	\$ 1,652.75	\$ -	\$ 1,652.75	0.00%
Park Signage (Branding)	6725	\$ -	\$ 3,364.14	\$ 304.00	\$ -	\$ 304.00	0.00%
Contracted Pest Control	6730	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Rubbish & Refuse	6740	\$ 4,159.88	\$ 27,088.19	\$ 32,852.75	\$ 56,800.00	\$ 23,947.25	57.84%
Vandalism/Theft	6750	\$ 62.15	\$ 101.80	\$ 243.49	\$ 2,000.00	\$ 1,756.51	12.17%
Memberships	6810	\$ -	\$ 12,860.93	\$ 11,793.18	\$ 14,310.00	\$ 2,516.82	82.41%
Office Expense	6900	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Office Supplies	6910	\$ 1,655.45	\$ 7,821.15	\$ 12,981.61	\$ 23,314.00	\$ 10,332.39	55.68%
Postage Expense	6920	\$ -	\$ 11,408.08	\$ 12,742.40	\$ 26,100.00	\$ 13,357.60	48.82%
Advertising Expense	6930	\$ 248.18	\$ 7,733.92	\$ 5,061.08	\$ 15,592.00	\$ 10,530.92	32.46%
Printing Charges	6940	\$ 861.24	\$ 5,970.71	\$ 5,492.34	\$ 19,543.00	\$ 14,050.66	28.10%
Bank & ActiveNet Charges	6950	\$ 1,651.93	\$ 25,935.28	\$ 25,607.25	\$ 45,990.00	\$ 20,382.75	55.68%
Approp Redev/Collection Fees	6960	\$ -	\$ 162,953.47	\$ 187,031.42	\$ 369,470.00	\$ 182,438.58	50.62%
Minor Furn Fixture & Equip	6980	\$ -	\$ 988.60	\$ 775.32	\$ 1,683.00	\$ 907.68	46.07%
Comp Hardware/Software Exp	6990	\$ -	\$ 2,006.24	\$ 4,404.32	\$ 13,564.00	\$ 9,159.68	32.47%
Fingerprint Fees (HR)	7010	\$ 64.00	\$ 704.00	\$ 664.00	\$ 2,440.00	\$ 1,776.00	27.21%
Fire & Safety Insp Fees	7020	\$ -	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensing Fees	7030	\$ 610.00	\$ 2,452.34	\$ 6,007.29	\$ 4,400.00	\$ 1,607.29	136.53%
State License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ 341.25	0.00%
Professional Services	7100	\$ -	\$ 400.00	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ -	\$ 11,476.35	\$ 16,013.04	\$ 69,150.00	\$ 53,136.96	23.16%
Typeset and Print Services	7115	\$ 111.72	\$ 23,959.04	\$ 24,123.42	\$ 50,147.00	\$ 26,023.58	48.11%
Instructor Services	7120	\$ 5,689.50	\$ 89,938.17	\$ 90,563.16	\$ 169,925.00	\$ 79,361.84	53.30%
PERS Admin Fees	7125	\$ -	\$ -	\$ 721.52	\$ 1,550.00	\$ 828.48	46.55%
Audit Services	7130	\$ -	\$ 9,640.00	\$ 8,000.00	\$ 22,260.00	\$ 14,260.00	35.94%
Medical & Health Svcs (HR)	7140	\$ 160.00	\$ 825.00	\$ 1,325.00	\$ 5,500.00	\$ 4,175.00	24.09%
Security Services	7150	\$ -	\$ 2,857.56	\$ 4,693.66	\$ 3,600.00	\$ 1,093.66	130.38%
Entertainment Services	7160	\$ -	\$ -	\$ 737.53	\$ 3,450.00	\$ 2,712.47	21.38%
Business Services	7180	\$ 5,704.84	\$ 35,442.88	\$ 53,325.88	\$ 67,375.00	\$ 14,049.12	79.15%
Umpire/Referee Services	7190	\$ -	\$ 1,180.00	\$ 710.00	\$ 1,640.00	\$ 930.00	43.29%
Subscriptions	7210	\$ 35.00	\$ 251.40	\$ 1,118.60	\$ 4,322.00	\$ 3,203.40	25.88%
Rents and Leases	7300	\$ -	\$ -	\$ 2,413.28	\$ -	\$ 2,413.28	0.00%
Rents & Leases Equip	7310	\$ 323.08	\$ 10,352.51	\$ 9,983.01	\$ 27,610.00	\$ 17,626.99	36.16%
Bldg/Field Leases & Rental	7320	\$ -	\$ 30.00	\$ 5.00	\$ 11,466.00	\$ 11,461.00	0.04%
Event Supplies	7410	\$ -	\$ 1,402.64	\$ 845.47	\$ 2,310.00	\$ 1,464.53	36.60%
Supplies	7420	\$ 2,096.22	\$ 1,785.30	\$ 4,408.06	\$ 7,175.00	\$ 2,766.94	61.44%
Bingo Supplies	7430	\$ -	\$ 3,749.60	\$ 4,391.44	\$ 7,500.00	\$ 3,108.56	58.55%
Sporting Goods	7440	\$ -	\$ 4,065.95	\$ 4,992.37	\$ 8,085.00	\$ 3,092.63	61.75%
Arts and Craft Supplies	7450	\$ -	\$ 1,649.01	\$ 1,333.73	\$ 4,820.00	\$ 3,486.27	27.67%
Training Supplies	7460	\$ -	\$ 199.00	\$ 200.00	\$ 3,095.00	\$ 2,895.00	6.46%
Camp Supplies	7470	\$ -	\$ 659.52	\$ 318.50	\$ 1,080.00	\$ 761.50	29.49%
Small Tools	7500	\$ 11.00	\$ 2,499.27	\$ 5,584.27	\$ 6,400.00	\$ 815.73	87.25%
Safety Supplies	7510	\$ -	\$ 2,932.88	\$ 1,566.62	\$ 7,289.00	\$ 5,722.38	21.49%
Uniform Allowance	7610	\$ -	\$ 4,888.06	\$ 1,431.58	\$ 12,426.00	\$ 10,994.42	11.52%
Safety Clothing	7620	\$ 17.03	\$ 1,092.03	\$ 739.00	\$ 3,150.00	\$ 2,411.00	23.46%
Conference&Seminar Staff	7710	\$ 790.00	\$ 2,192.68	\$ 10,153.40	\$ 20,745.00	\$ 10,591.60	48.94%
Conference&Seminar Board	7715	\$ -	\$ 212.47	\$ 735.00	\$ 2,240.00	\$ 1,505.00	32.81%
Conference&Seminar Travel Exp	7720	\$ -	\$ 3,092.74	\$ 1,339.63	\$ 13,573.00	\$ 12,233.37	9.87%
Out of Town Travel Board	7725	\$ -	\$ 937.75	\$ 1,111.59	\$ 6,615.00	\$ 5,503.41	16.80%
Private Vehicle Mileage	7730	\$ -	\$ 2,002.44	\$ 1,364.90	\$ 4,190.00	\$ 2,825.10	32.58%
Transportation Charges	7740	\$ -	\$ 8,891.00	\$ 228.01	\$ 750.00	\$ 521.99	30.40%
Buses/Excursions	7750	\$ 600.00	\$ 3,411.64	\$ 12,233.02	\$ 22,870.00	\$ 10,636.98	53.49%
Utilities Gas	7810	\$ 2,347.32	\$ 10,019.08	\$ 9,127.01	\$ 26,431.00	\$ 17,303.99	34.53%
Utilities Water	7820	\$ 42,378.32	\$ 393,626.57	\$ 428,473.15	\$ 757,800.00	\$ 329,326.85	56.54%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
January 2018 58.33%

Description	Account	Period	One Year Prior		Year to Date	Budget	Budget		% of Budget			
			Amount	Actual			Remaining	Used				
Utilities Electric	7830	\$	16,061.59	\$	94,048.94	\$	111,980.01	\$	226,374.00	\$	114,393.99	49.47%
Airport Assessment Exp	7840	\$	2,843.00	\$	-	\$	2,843.00	\$	-	\$	2,843.00	0.00%
Awards and Certificates	7910	\$	27.00	\$	11,022.71	\$	8,268.41	\$	16,490.00	\$	8,221.59	50.14%
Meals for Staff Training	7920	\$	-	\$	508.40	\$	1,173.14	\$	2,710.00	\$	1,536.86	43.29%
Employee Morale	7930	\$	-	\$	1,383.59	\$	487.11	\$	9,974.00	\$	9,486.89	4.88%
COP Debt PV Fields	7950	\$	20,534.08	\$	-	\$	143,738.58	\$	246,409.00	\$	102,670.42	58.33%
Reserve Vehicle Fleet	7970	\$	833.33	\$	-	\$	5,833.33	\$	10,000.00	\$	4,166.67	58.33%
Reserve Computer Fleet	7971	\$	416.67	\$	-	\$	2,916.67	\$	5,000.00	\$	2,083.33	58.33%
Reserve Designated Project	7972	\$	1,666.67	\$	17,500.00	\$	11,666.67	\$	20,000.00	\$	8,333.33	58.33%
Reserve Dry Period	7973	\$	7,500.00	\$	53,083.00	\$	52,500.00	\$	90,000.00	\$	37,500.00	58.33%
Services and Supplies		\$	137,003.09	\$	1,374,145.84	\$	1,582,609.38	\$	3,141,115.00	\$	1,585,466.08	50.38%
YTD Comparison					\$	208,463.54						
Capital												
Capital	8400	\$	-	\$	-	\$	538.53	\$	-	\$	538.53	0.00%
HCF Grant Trails	8403	\$	-	\$	58.87	\$	-	\$	-	\$	-	0.00%
HCF Grant Wildlife Programs	8405	\$	-	\$	6,993.27	\$	-	\$	-	\$	-	0.00%
Eston Street Tree Removal	8408	\$	-	\$	13,500.00	\$	-	\$	-	\$	-	0.00%
Playground Equipment	8410	\$	-	\$	189,887.74	\$	-	\$	-	\$	-	0.00%
Equip/Facility Replacement	8420	\$	-	\$	-	\$	33,358.52	\$	-	\$	33,358.52	0.00%
Telephone System	8421	\$	-	\$	9,981.26	\$	-	\$	-	\$	-	0.00%
Needs Assessment	8422	\$	14,465.00	\$	87.38	\$	65,354.89	\$	68,790.00	\$	3,435.11	95.01%
Bob Kildee Parking Lot	8423	\$	-	\$	236.44	\$	166,295.00	\$	150,000.00	\$	16,295.00	110.86%
PV Fields Parking Lot	8424	\$	-	\$	14,361.00	\$	-	\$	15,000.00	\$	15,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$	-	\$	-	\$	15,528.45	\$	-	\$	15,528.45	0.00%
Charter Oak Windrow	8426	\$	-	\$	-	\$	900.00	\$	10,000.00	\$	9,100.00	9.00%
Bob Kildee PournPlay	8429	\$	-	\$	-	\$	17,600.00	\$	25,000.00	\$	7,400.00	70.40%
Cam Grve Dog PkArtificial Turf	8430	\$	-	\$	-	\$	19,312.93	\$	20,000.00	\$	687.07	96.56%
Shop DriveWay	8431	\$	-	\$	-	\$	-	\$	35,000.00	\$	35,000.00	0.00%
Freedom Pk Baseball Flds Desig	8432	\$	-	\$	-	\$	-	\$	10,000.00	\$	10,000.00	0.00%
Aquatics Tankless Wtr Heaters	8433	\$	-	\$	-	\$	-	\$	37,000.00	\$	37,000.00	0.00%
Auditorium Patio	8434	\$	-	\$	-	\$	-	\$	12,000.00	\$	12,000.00	0.00%
Auditorium Restroom Remodel	8435	\$	-	\$	-	\$	-	\$	65,000.00	\$	65,000.00	0.00%
Springville Dog Park Wall	8436	\$	-	\$	-	\$	-	\$	81,000.00	\$	81,000.00	0.00%
Bob Kildee Pavilion Replacement	8437	\$	-	\$	-	\$	-	\$	38,000.00	\$	38,000.00	0.00%
Mission Oaks Roof	8438	\$	-	\$	-	\$	-	\$	30,000.00	\$	30,000.00	0.00%
Auditorium Ducting/Replacement	8439	\$	-	\$	-	\$	-	\$	30,000.00	\$	30,000.00	0.00%
Office Design/Carpet/Server	8440	\$	1,378.88	\$	-	\$	23,993.01	\$	53,000.00	\$	29,006.99	45.27%
Admin Bldg Roofs #6,#7,Admin	8441	\$	-	\$	-	\$	133,091.00	\$	125,000.00	\$	8,091.00	106.47%
Capital		\$	15,843.88	\$	235,105.96	\$	475,972.33	\$	804,790.00	\$	476,440.67	48.52%
YTD Comparison					\$	240,866.37						
Total Expense w/out Capital		\$	404,109.69	\$	3,504,771.47	\$	3,904,143.61	\$	7,526,028.00	\$	3,648,844.85	51.88%
YTD Comparison					\$	399,372.14						

General Ledger
Statement of Revenues and Expenditures
Fund 20 Assessment District
January 2018 58.33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ 175.34	\$ 572.92	\$ 389.00	\$ 183.92	147.28%
Assessment Revenue	5500	\$ 9,837.60	\$ 591,328.81	\$ 607,545.55	\$ 1,072,301.00	\$ 464,755.45	56.66%
Revenue		\$ 9,837.60	\$ 591,504.15	\$ 608,118.47	\$ 1,072,690.00	\$ 464,939.37	56.69%
YTD Comparison				\$ 16,614.32			
Personnel							
Full Time Salaries	6100	\$ 6,018.40	\$ 51,548.92	\$ 43,862.05	\$ 91,142.00	\$ 47,279.95	48.12%
Retirement	6120	\$ 1,031.67	\$ 9,454.07	\$ 7,549.05	\$ 15,247.00	\$ 7,697.95	49.51%
Employee Insurance	6130	\$ 998.46	\$ 7,734.47	\$ 6,268.94	\$ 14,910.00	\$ 8,641.06	42.05%
Workers Compensation	6140	\$ 598.15	\$ 4,750.16	\$ 4,367.41	\$ 8,695.00	\$ 4,327.59	50.23%
Personnel		\$ 8,646.68	\$ 73,487.62	\$ 62,047.45	\$ 129,994.00	\$ 67,946.55	47.73%
YTD Comparison				\$ (11,440.17)			
Incidental Costs Assess	6709	\$ -	\$ 15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care Assess	6719	\$ 5,100.00	\$ -	\$ 14,812.50	\$ 40,000.00	\$ 25,187.50	37.03%
Contracted LS Services	6720	\$ 33,043.14	\$ 174,725.85	\$ 207,424.02	\$ 415,596.00	\$ 208,171.98	49.91%
Park Amenities Assess	6722	\$ -	\$ -	\$ 15,150.43	\$ 40,000.00	\$ 24,849.57	37.88%
Bank & ActiveNet Charges	6950	\$ -	\$ 104.00	\$ 24.00	\$ 60.00	\$ 36.00	40.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,445.13	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	0.00%
COP Debt PV Fields	7950	\$ 32,738.25	\$ 117,630.90	\$ 229,167.75	\$ 392,859.00	\$ 163,691.25	58.33%
Expense		\$ 70,881.39	\$ 314,516.01	\$ 482,004.85	\$ 925,219.00	\$ 443,214.15	52.10%
YTD Comparison				\$ 167,488.84			
Total Expenses		\$ 79,528.07	\$ 388,003.63	\$ 544,052.30	\$ 1,055,213.00	\$ 511,160.70	51.56%

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

TO: BOARD OF DIRECTORS

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

DATE: March 7, 2018

**SUBJECT: CONSIDERATION FOR SETTING DATES FOR
BUDGET WORKSHOPS**

RECOMMENDATION

It is recommended that the Board consider setting dates for the upcoming budget workshops.

BACKGROUND

During budget season the Board has met in the month of May to discuss the development of the upcoming budget year. The workshops assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is led by staff with each department head presenting on a pre-determined evening. The workshops will be held on a Thursday evening beginning at 5:30pm in Room #6 of the Community Center.

The budget workshops are starting a week earlier (April 26th) due to the deadlines of staff reports, the preparation of board packets, and the Memorial Day holiday. By moving the first budget workshop to April 26th this will allow staff to make any necessary changes to their budgets per budget workshop direction. This will also allow adequate time for the review process by the General Manager and all necessary information will be included in the June 6th Board meeting packet.

ANALYSIS

From a staff perspective, the meeting is beneficial. It provides an opportunity to review and discuss the upcoming budget. Should the Board agree, the Clerk of the Board will survey the Board members to determine if all Board Members are available April 26th, May 3rd and May 17th, 2018.

FISCAL IMPACT

There is no fiscal impact associated with the meeting.

RECOMMENDATION

It is recommended that the Board consider setting dates for the budget workshops.

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

TO: BOARD OF DIRECTORS

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

DATE: March 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF CONTRACT
EXTENSION FOR THE PARK MAINTENANCE AND
RECREATION IMPROVEMENT DISTRICT**

RECOMMENDATION

It is recommended the Board approve to extend the contract for the Engineer of Work and Levy Administration for the Park Maintenance and Recreation Improvement District with SCI Consulting Group. The extension would include fiscal years 2018-2019 through 2022-2023.

BACKGROUND

SCI Consulting Group was retained in 2001 by the District to establish an Assessment District and to handle the administrative duties pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution. SCI Consulting Group is completing a Board awarded five-year contract which ends in Fiscal Year 2017-2018 without an extension.

On February 6, 2013 the Board approved the Request for Proposal (RFP) and staff posted the RFP on the websites of California Special Districts Association (CSDA) and California Society of Municipal Finance Officers (CSMFO). With permission from staff, CSDA emailed six firms inviting them to submit a proposal and two companies responded. They include: SCI Consulting Group and Harris & Associates.

On February 28, 2013 a committee reviewed the two proposals. Both firms are qualified and had the experience in the administration of an assessment district. It was determined the proposal submitted by SCI Consulting Group would best fit the needs of the District by demonstrating in their proposal more experience in specifically handling park assessment. SCI Consulting Group developed the current assessment district for the District and has consistently exceeded the needs of the District with no change in personnel.

On March 6, 2013 the Board awarded SCI Consulting Group a five-year contract to cover fiscal years 2012-2013 through 2017-2018 with no extensions.

ANALYSIS

SCI Consulting Group has been the District's current levy administrator for the past 16 years and they understand that the District's special levies provide vital funding for continued services and operations. SCI understands that the District is seeking to continue to retain the services of a professional assessment engineering and levy administration firm to ensure the ongoing accurate, legally compliant and efficient collection of these important revenues. Staff is confident that SCI Consulting Group is best suited to provide these services.

FISCAL IMPACT

If the Board extends the contract to SCI Consulting Group, the expense would be charged to Fund 20, the Assessment District Fund.

Fiscal Year	Amount
2018-2019	\$15,500
2019-2020	\$15,965
2020-2021	\$16,444
2021-2022	\$16,444
2022-2023	\$16,444

RECOMMENDATION

It is recommended the Board approve to extend the contract for the Engineer of Work and Levy Administration for the Park Maintenance and Recreation Improvement District with SCI Consulting Group.

ATTACHMENT

- 1) Proposal for Professional Consulting and Levy Administration Services (20 pages)



PROPOSAL FOR THE

**PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

TO PROVIDE

**PROFESSIONAL CONSULTING, ENGINEER OF WORK AND LEVY
ADMINISTRATION SERVICES**

FOR THE

THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT

JANUARY 2018

SUBMITTED BY

SCI Consulting Group

4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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January 25, 2018

Leonore Young
Administrative Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

Dear Leonore:

SCI Consulting Group is pleased to submit, for your review, the enclosed proposal to continue to serve as the Engineer of Work and provide levy administration services for the Pleasant Valley Recreation and Park District's ("District") benefit assessment, as well as professional consulting services related to the administration and management of these annual levies, and to ensure the continued accurate and efficient collection of these important revenues.

As your District's current levy administrator for the past 16 years, we understand that your District's special levies provide vital funding for your continued services and operations. We also understand that the District is seeking to continue to retain the services of a professional assessment engineering and levy administration firm to ensure the ongoing accurate, legally compliant, and efficient collection of these important revenues. We are confident that we are the firm best suited to provide these services.

The annual continuance of your District's assessments involves important technical, procedural elements and legal requirements each year, including the crucial component of a strong Engineer's Report justifying the assessments which must be authored annually by a professional engineer licensed in the State of California. One of the most important considerations for your District should be the ability of your professional assessment engineering firm to maximize the justification for your assessments, and maximize their ongoing legal defensibility. This is particularly important as Proposition 218 legal compliance continues to be modified by the courts.

We look forward to the opportunity to meet with the District to further demonstrate why we are best suited to provide these services. In the meantime, please contact me if you would like to discuss any aspects of our proposal. I can be reached at (707) 430-4300 or by e-mail at Jeanette.Hynson@sci-cg.com.

Sincerely,



Jeanette Hynson
Senior Consultant

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QUALIFICATIONS AND EXPERIENCE

FIRM QUALIFICATIONS

UNDERSTANDING OF THE DISTRICT SCI Consulting Group is the only firm which has formed the current assessment district and zones for the District. Moreover, we have served as the Assessment Engineer of Record for the District since 2001. Our level of understanding of the District and the assessments is clearly unmatched.

EXPERIENCE WITH SIMILAR POST-218 ASSESSMENTS SCI Consulting Group has successfully created over 30 agency-wide post Proposition 218 assessments for parks and recreation facilities in California that are very similar to your District's assessments. To our knowledge, there have been very few agency-wide post Proposition 218 parks assessments successfully formed by other firms. In addition, SCI has successfully formed over 300 post Proposition 218 Landscaping and Lighting assessments for neighborhoods and zones. These neighborhood area assessments are much easier to form and have less legal risk, and so are not directly comparable to the district-wide assessment, but still must meet all ongoing legal and procedural requirements. Clearly, SCI has more experience with post-218 agency wide park and recreation assessments than all other firms in the State combined. We firmly believe in, and are happy to provide further evidence of, our unmatched expertise and ability to justify the continued legally compliant collection of the District's assessments.

CONTINUITY OF STAFF AND FIRM SCI has been providing assessment engineering and levy administration services to public agencies for over 30 years, exclusively focused on these highly specialized services. Our staff and firm have unmatched continuity. SCI has retained the same management and service area focus for its entire 30 years of service.

LEGAL DEFENSIBILITY As the engineer and firm that created the District's post-218 assessment methodology and justification, John Bliss and SCI have the unmatched ability to continue to justify and support the assessments. If another engineer were to assume this important assessment engineering responsibility, we offer that he/she would not be as qualified or capable of defending the assessment methodology because they did not design it.

UNMATCHED RECORD OF RECOVERED REVENUES In nearly every case to date in which SCI began administering assessments, taxes, fees or charges previously handled by another firm, we have uncovered additional revenues due to incorrect or missing calculations by the previous levy administrator. These results, which are discussed in this proposal, should serve to demonstrate the level of effort we devote to this important role.

PROVEN ABILITY TO HANDLE LARGE AREA/COMPLEX LEVIES SCI has successfully formed more agency-wide benefit assessments than all other firms in the State, combined. This is further evidence of our ability to form and administer new assessments. These include new, very large assessments covering all parcels in Alameda, Orange, San Diego, San Joaquin, San Mateo, and Santa Clara Counties, and many other large and small assessments throughout the State.

EXCEPTIONAL TECHNICAL CAPABILITIES Every person in our firm, aside from our clerical staff, is a database expert. We have developed in-house, specialized programs to improve our levy administration services. We are also GIS and mapping experts. We

invite you to compare our database and technical expertise with the staff from any other firm.

EXCELLENT RESPONSIVENESS AND CUSTOMER SERVICE We invite you to call our toll-free taxpayer inquiry line at (800) 273-5167 and compare our level of service and responsiveness with any other firm. We answer calls directly with knowledgeable levy administration staff. We also provide the highest level of service and responsiveness for all our clients, including responding to all our clients within the same day.

OUR CLIENTS ARE OUR BEST REFERENCES We sincerely encourage you to speak with any of our clients. They will attest to the comprehensive nature of our services, our level of client responsiveness and our levy administration abilities.

FIRM EXPERIENCE

SCI Consulting Group is a public finance and urban economic consulting firm with over 30 years of expertise in assisting public agencies in California with administering and establishing assessments and other special levies. Our firm currently administers over 850 assessment, taxes and fees for over 120 public agencies throughout the State, comprising over 13,000,000 direct charges applied to parcels. SCI's planning projects have included hundreds of development impact studies, facility and financing plans, demographic studies, cost of service and fee justification studies, and other planning and real estate studies. SCI currently has a staff of over 15 highly qualified assessment administration, engineering and consulting personnel.

SCI also offers extensive expertise with the important legal and procedural issues involving benefit assessments, special taxes and fees. The principals at SCI are acknowledged experts on these public financing mechanisms and were involved with the cleanup legislation for Proposition 218.

In addition, our firm is a frequent presenter and columnist on local funding mechanisms for the American Public Works Association, Association of California Water Agencies, League of California Cities, California Society of Municipal Finance Officers, California Special Districts Association, California Fire Chiefs Association, California Stormwater Quality Association, California Parks and Recreation Society, Mosquito and Vector Control Association of California and other organizations.

Below is a partial list of our current parks and recreation clients:

- Arbuckle Recreation and Park District
- Auburn Area Recreation and Park District
- Bear River Recreation and Park District
- City of Colusa
- City of Lompoc
- City of Moorpark
- City of Palmdale
- City of Vacaville
- Claremont Unified School District
- Conejo Recreation & Park District
- Cosumnes Community Services District

- County of Placer
- El Dorado Hills Community Services District
- Fair Oaks Recreation and Park District
- Feather River Recreation and Park District
- Fulton-El Camino Recreation and Park District
- Hayward Unified School District
- Jefferson Union High School District
- Mission Oaks Recreation and Park District
- Monterey Peninsula Regional Park District
- Mountains Recreation and Conservation Authority
- Rancho Simi Recreation and Park District
- Sequoia Union High School District
- Sunrise Recreation and Park District
- Twain Harte Community Services District

EXISTING LEVY OPTIMIZATION EXPERTISE

As noted, one of SCI Consulting Group's primary areas of expertise is the administration of assessments, fees and special taxes for public agencies. In all our years of experience in this specialized field, we have never missed a levy submission deadline and have an unparalleled track record of finding additional revenues for special levies that were previously administered by another firm. In fact, in nearly every case in which SCI has begun to administer special levies that were previously handled by another firm or public agency; we have uncovered often significant additional revenues due to incorrect previous assessment/tax/fee amounts or missing parcels that should be subject to the levies.

The table below summarizes the additional annual revenues we have uncovered for public agencies that previously relied upon another firm or agency to calculate and administer their assessments, fees or special taxes.

ADDITIONAL ANNUAL SPECIAL LEVY REVENUES FOUND

County of Los Angeles	\$226,000
City of Palmdale	\$152,000
County of Sonoma	\$150,000
City of San Diego	\$108,000
Cosumnes Community Services District	\$93,000
City of Pinole	\$84,000
Truckee Fire Protection District	\$60,000
City of Placentia	\$54,000
City College of San Francisco	\$50,000
Mission Oaks Recreation and Park District	\$35,000
Loomis Fire Protection District	\$33,700
Santa Clara County Open Space Authority	\$30,000
North Highlands Recreation and Park District	\$30,000
City of Vacaville (Over 125 separate districts)	\$25,000
Fairfield-Suisun Unified School District	\$25,000
Greater Los Angeles County Vector Control District	\$24,000
City of Folsom	\$24,000
West Valley Mosquito and Vector Control District	\$19,000
Orangevale Recreation and Park District	\$17,000
Orange County Vector Control District	\$12,000
Owens Valley Mosquito and Vector Control District	\$10,600
Claremont Unified School District	\$10,000
Walnut Creek School District	\$9,100
East County Fire Protection District	\$8,500
El Dorado Fire Protection District	\$7,100
City of Moorpark	\$5,000
Truckee-Donner Recreation and Park District	\$3,400
Easton Community Services District	\$1,800

ADDITIONAL SCI SERVICES

In addition to the projects shown above, SCI's projects have included surveys and ballot measures, development impact studies, facility and financing plans, demographic studies, cost of service and fee justification studies, and other planning and real estate studies. A summary of our services and capabilities is listed below:

REVENUE MEASURES

- Assessment District Formation / Ballot Proceedings
- Property Related Fee Determination / Ballot Proceedings
- Mello-Roos Community Facilities District Formation / Ballot Proceedings
- Parcel Tax / Special Tax Measures

OPINION RESEARCH AND REVENUE MEASURE FEASIBILITY ANALYSIS

PUBLIC FINANCE PROGRAMS AND ALTERNATIVES

- LAFCo Annexations and New District Formations
- Compliance with Proposition 218
- Continuing Disclosure & Dissemination Services
- Administrative Systems and Custom Software Solutions
- Parcel Audits and Tax Base Certification

PLANNING SERVICES

- Development Impact Fee Nexus Studies
- Developer Negotiations and Full Mitigation Fees
- School Facility Fee Justification Reports (Level 1)
- School Facility Needs Analysis (Level 2)
- Facilities Master Plans
- Utility Rate Studies
- Financing Plans
- Attendance Boundary Studies
- Demographic Studies
- Quimby Land Dedication and In-Lieu Fee Studies
- Cost of Service Analysis and Fee Justification
- Land Planning and Real Estate Services

SCOPE OF WORK

This section outlines the full service, comprehensive levy administration, assessment engineering services and other responsibilities SCI would perform throughout the fiscal year as the special levy administrator for the District. Our commitment is to provide these comprehensive services and in a way that will minimize the time and resources of the District. These services shall cover the Park Maintenance and Recreation Improvement District (the "Assessment District").

DEFINITIONS

District:	The Pleasant Valley Recreation and Park District, its staff, legal counsel and Board of Directors
Board:	The Board of Directors of the Pleasant Valley Recreation and Park District
Assessment District:	Park Maintenance and Recreation Improvement District
SCI or Engineer of Work:	SCI Consulting Group
Administration:	Services related to the determination, levy and collection of the Assessment revenues

DETERMINATION OF PRELIMINARY LEVIES

On a twice-yearly basis, we recalculate and confirm our clients' assessments on a parcel-by-parcel basis for all properties within the assessment district. SCI has developed over 50 unique assessment validation queries that we conduct on each parcel. Furthermore, we acquire, compare and incorporate additional data and property information from the District and other real property vendors, Geographic Information System (GIS) mapping, title company information vendors and other sources. This approach, while more time consuming than simply relying on Assessor property characteristics and previous levy amounts, has consistently proven to result in more accurate levies and higher overall special levy revenues.

Beginning each year in March, SCI will determine preliminary benefit units based on the most current Assessor's data. We will research changes in property data, property usage, property valuations and any other changes from the previous year for parcels within the Assessment District and flag parcels that require property research to determine the appropriate benefit units. This process allows us to discover any issues with the Assessor's data early. It also allows us to provide the District with a timely and accurate projection of the number of benefit units for the upcoming fiscal year, to help the District with its budgeting process.

ASSESSMENT ENGINEERING AND ENGINEER'S REPORT

As the Assessment Engineer of Record, SCI will annually prepare an Engineer's Report for the Assessment District. The Engineer's Report will include a description of services

and improvements, costs estimates, assessment methodology, assessment diagram and the assessment roll. Each year SCI will carefully evaluate Proposition 218 developments that may have a bearing on the District's Assessment District. SCI will make recommendations for upgrades to improve the report's compliance with Proposition 218. SCI will review the proposed upgrades with the District, legal counsel and other parties, as necessary, and will incorporate their comments as appropriate. Additionally, electronic levy rolls sorted by Assessor Parcel Number and Property Owner's Name will be prepared and submitted to the District.

PREPARATION OF RESOLUTIONS AND NOTICE

SCI will prepare resolutions, the notice of public hearing and agenda reports as needed for the continuation of the assessments. SCI will also assist with the publication of the notice for the continuation of the assessments and will attend the public hearing.

DETERMINATION OF FINAL LEVIES

After the close of each fiscal year, SCI will determine the final levies based on the final lien roll data as of July 1. New or changed parcels will be identified and the final levies determined on a parcel-by-parcel basis.

QUALITY CONTROL

We take great pride in our levy determination process and our stringent quality control and oversight to ensure the accuracy of the levies. Each year for every special levy, we conduct validation queries on each parcel so any parcels that may require additional research can be identified, researched and determined. After the preliminary levies have been determined by the levy administrator, another levy administrator with SCI will perform a complete independent peer review and audit, including a parcel-by-parcel confirmation of the special levies. Any questions or issues uncovered are fully reviewed and resolved. These multiple stage reviews and quality assurance steps are a key element in SCI's proven ability to ensure the highest level of accuracy and to maximize special levy revenues for our clients.

LEVY SUBMITTAL AND CONFIRMATION

Once the special levies have been internally approved, SCI will prepare the final levy roll for submittal to the County Auditor. SCI will also meet the Auditor's levy roll submission requirements and will submit any necessary documents. Once the special levies are received and approved by the County, SCI will communicate the confirmed special levy amounts with the District.

SCI can also develop and make available to the District an Internet based website that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

MANUAL BILLING

For benefit assessments for public agency and other properties which cannot be collected through the County Auditor/Tax Collector, SCI shall prepare and manage the

mailing of manual bills to property owners and shall assist with the subsequent collection of their assessments. There is no additional charge for this service.

TAXPAYER INQUIRIES AND APPEALS

SCI will coordinate with the County Auditor for our taxpayer inquiry line at (800) 273-5167 to be placed aside the special levy amount on the County tax bill so taxpayers can directly contact SCI throughout the fiscal year with questions regarding the levy. We have representatives who are fluent in English and Spanish. We will also provide the County Auditor with a summary and overview of each special levy for internal staff use.

SCI will research and, if necessary, revise any levies which property owners consider to be based upon incorrect assessor information used to in the determination of the levy. If any taxpayer appeals a special levy for their property, SCI will investigate the levy amount and basis for appeal and will make a recommendation and finding for the District. In the event that the District finds that a special levy should be adjusted, SCI will adjust the levy according to the District's final determination. For any taxpayer appeals, SCI will coordinate with the District and the taxpayer as appropriate.

Our goal is to represent the District professionally and minimize any inconvenience to the inquiring taxpayer or the District.

ASSESSMENT DEFENSE

In the event of any question about the assessment or challenge, SCI would provide any necessary professional assessment engineering assistance with the justification and support of the assessments without additional charge. In comparison, we are not aware of any other firm which would similarly stand behind an assessment they created, let alone one that they did not create.

LEVY ADMINISTRATION SERVICES AGREEMENT

Below is a sample of SCI's standard agreement, for your review in the event that SCI is selected for this project. Alternatively, if the District prefers, SCI can instead consider the District's own agreement form.

THIS AGREEMENT is made on _____, 20___, between the **Pleasant Valley Recreation and Park District**, ("District") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

- 1. Scope of Work ("Work").** Consultant shall perform the work and render the services described in this Proposal (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. Payment.**
 - a.** In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.
 - b.** At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
- 3. Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. Insurance.**
 - a. Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.

- c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.
5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
6. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
8. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
9. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.

14. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees; expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For fiscal year 2018-19, the total compensation for the Scope of Work shall be \$15,500 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$8,000 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
2. For fiscal year 2019-20, the total compensation for the Scope of Work shall be \$15,965 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$8,000 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
3. For fiscal year 2020-21, the total compensation for the Scope of Work shall be \$16,444 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$8,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
4. For fiscal year 2021-22, the total compensation for the Scope of Work shall be \$16,444 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$8,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
5. For fiscal year 2022-23, the total compensation for the Scope of Work shall be \$16,444 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$8,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
6. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$650 per person per meeting.
7. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks, and execute an Addendum to the agreement for these additional services.
8. If the District desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.
9. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$3,000 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

Leonore Young
Administrative Services Manager
Pleasant Valley Recreation and Park
District

John W. Bliss
President
SCI Consulting Group

Date

Date

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: March 7, 2018

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 586 REQUESTING THAT THE GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 6, 2018 BE CONSOLIDATED WITH OTHER ELECTIONS CALLED TO BE HELD ON THE SAME DAY AND IN THE SAME TERRITORY

RECOMMENDATION

It is recommended the Board approve Resolution No. 586 requesting that the General District Election be held on November 6, 2018 be consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code.

BACKGROUND

Elections shall be conducted for the Pleasant Valley Recreation and Park District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on November 6, 2018, for the purpose of electing two (2) Directors.

ANALYSIS

The District will participate in the County of Ventura's November 6, 2018 elections with two Director positions placed on the ballot. The District's participation in the County's elections ballot will save the District thousands of dollars in costs.

FISCAL IMPACT

Typical cost for a "stand-alone" election could be in the \$100,000 range, as opposed to an anticipated cost of \$20,000 for consolidating with the County. Based on cost alone, the recommendation is to align with the County elections. The election expense of \$20,000 will be allocated in the FY 2018-2019 Budget.

RECOMMENDATION

It is recommended that the Board approve Resolution No. 586 requesting that the General District Election be held on November 6, 2018 be consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code.

ATTACHMENT

- 1) Resolution No. 586 (2 pages)
- 2) Clerk Recorder/Registrar Voters Form (1 page)

RESOLUTION NO. 586

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUESTING THAT THEIR GENERAL DISTRICT ELECTION TO
BE HELD ON NOVEMBER 6, 2018, BE CONSOLIDATED WITH
OTHER ELECTIONS CALLED TO BE HELD ON THE SAME DAY
AND IN THE SAME TERRITORY**

WHEREAS, election shall be conducted for the Pleasant Valley Recreation and Park District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on November 6, 2018, for the purpose of electing two (2) Directors; and

WHEREAS, the Board of Directors wishes the Elections Division of the Office of the County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 *et seq.* of the Election Code, said election may be consolidated with other elections to be held on the same day; and

WHEREAS, acknowledges that the consolidated election will be conducted in the manner prescribed in Section 10418; and

WHEREAS, the Board of Directors request that this District's General Election be consolidated with any other election which may be held on the same date and involving the same territory.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:

That the General District Election of this District is to be held on November 6, 2018, and consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 *et seq.* of the Elections Code; and

That the attached "Notice to County Clerk of Elective Offices to be Filled in the Pleasant Valley Recreation and Park District" is hereby made a part of this Resolution; and

That pursuant to Election Code Section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH 2018.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Malloy, Chairman
Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Bob Kelley, Secretary
Board of Directors
Pleasant Valley Recreation and Park District



**MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division**

Notice to the County Clerk of Elective Offices to be Filled in the

(Name of City, School or Special District)

You are hereby notified that a General Election will be held on November 6, 2018.

Records indicate that the elective offices held by the persons listed below are to be filled:

Name of Officeholder*

Title & Division (if any)

The _____ is to pay for the printing, handling, translating, and mailing
City/District/Candidate**

of the candidate's statements pursuant to Section 13307 of the Elections Code.

Dated: _____

(SEAL)

City Clerk/Elections Official

* Please note if any appointments were made to fill vacancies and indicate expiration of terms.

** Indicate City, District or Candidate depending upon which entity is to be billed for the cost of printing and handling the candidate's statements.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: March 7, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 587, INDICATING, IN THE EVENT OF A TIE, THE
WINNER IN THE BOARD MEMBER ELECTIONS WILL
BE DETERMINED BY LOT**

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 587, indicating in the event of a tie vote, that the winner in the Board member elections will be determined by lot.

BACKGROUND

As part of the election process, the County of Ventura has requested information from the District in reference to merging the elections and the establishment of a tie breaking process. According to the Public Resource Code and the Elections Code, the District can resolve ties by either conducting a special runoff election or by lot. The purpose of this action is to determine the process, by resolution, allowing the County to make the appropriate preparations.

ANALYSIS

Based on estimates from previous years and according to County officials, the cost of a special runoff election in the event of a tie vote would be approximately \$100,000. Resolving a tie vote by lot will have no negative cost impact and can be conducted by the Board at a regular meeting. Given the cost of a special election, the recommendation is to determine the winner by lot.

FISCAL IMPACT

As stated, a special runoff election will cost the District approximately \$100,000 with no cost associated with the lot procedure.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 587, indicating in the event of a tie vote, that the winner in the Board member elections will be determined by lot.

ATTACHMENTS

- 1) Resolution No. 587 (1 page)

RESOLUTION NO. 587

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
WHERE THE DISTRICT WILL RESOLVE TIE VOTES
IN BOARD MEMBER ELECTIONS BY LOT**

WHEREAS, elections shall be conducted for the Pleasant Valley Recreation and Park District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code every two years for the purpose of electing Board Members; and

WHEREAS, the Board of Directors wishes the Elections Division of the Office of the County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 *et seq.* of the Election Code, said election will be consolidated with other elections to be held on the same day as per District Resolution No. 587 passed on March 7th, 2018; and

WHEREAS, the Elections Division of the Office of the County Clerk requests that the District will determine a method to resolve tie votes in Board Member elections.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS AS FOLLOWS:

That after a General District Board Member Election ending in a tie vote as defined in the Elections Code 15651, the winner will be determined by lot and the District shall immediately notify the candidates who received the tie votes of the time and place where lots shall be cast to determine the winner.

PASSED AND ADOPTED THIS 7th DAY OF MARCH, 2018.

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Mark Malloy, Chair, Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Bob Kelley, Secretary, Board of Directors
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor**

DATE: March 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BID
SPECIFICATIONS FOR TENNIS COURT
RESURFACING AND COURT CONVERSION AT BOB
KILDEE PARK**

RECOMMENDATION

It is recommended that the Board approve the bid specifications for tennis court resurfacing and pickleball court conversion at Bob Kildee Park and direct staff to solicit proposals for the approved bid specifications.

BACKGROUND

Over the past year the District has continued to see an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing program.

The National Recreation and Park Association recognizes that one tennis court should be available for every 4,300 people living in a community. As a sport, tennis is stable with the number of people playing on a national and local level. To meet the national criteria, the District would only need to offer 16 courts however, the District currently has 22 tennis courts. Pickleball is a growing sport with up to 2.1 million people playing on a national level. There is not a criterion set for how many pickleball courts per capita should be available at this time as the sport is relatively new in comparison to other sports.

To better assess the number of pickleball players in the community and to also respond to their requests for courts, recreation staff reviewed the Freedom Park Gymnasium schedule and found three days per week to dedicate to pickleball play. These are multi-use courts and participation ranges from 30-40 players per week. As part of the continued progression the District hired a contract instructor to both teach pickleball lessons as well as run a pickleball league. This past fall there were approximately 35 participants signed up for lessons and league play.

In early 2017 the District painted pickleball lines on two of the existing tennis courts at Bob Kildee Park. There has been an increase in outdoor pickleball play on the District's tennis courts, however regular attendance for open play has not been kept.

Staff met with both groups on December 4th to discuss options of converting two of the tennis courts to four pickleball courts. The tennis group had concerns about any tennis courts being converted to pickleball. This stems from a fear of more tennis courts being converted in the future. The pickleball group would like to see three tennis courts converted to six pickleball courts.

ANALYSIS

Staff presented to the Board three different options and cost updates at the January 2018 Board Meeting. Staff was directed to proceed with option C which included fence repair, resurfacing, converting two tennis courts into four permanent pickleball courts and also converting one tennis court into a multi-use court.

Based on the increased number of pickleball players and the national average of tennis courts a community should have, staff is proposing to convert tennis courts 1 and 2 to permanent pickleball courts. Court 3 could be used as a multi-use court for both pickleball and tennis use. This plan would also involve converting courts 4 and 5 back to tennis by eliminating the existing pickleball lines and repainting for tennis.

The scope of work for this project will include:

- Clean and remove all dirt, loose paint and residue from the surface
- Clean and patch all cracks, spalls and chips
- Convert two tennis courts into four pickleball courts and one tennis court into a dual court system to be used by tennis and pickleball
- Apply primer
- Provide two even textured Acrylic color surfacing on concrete tennis and pickleball courts built to US Tennis Court and track builder specifications
- Paint all tennis and pickleball lines with approved paint and color
- Materials require Plexipave Systems or equivalent alternatives to Plexipave will be accepted

The RFP will open on March 9th, 2018 and close on April 2nd, 2018 at 2:00pm. The projected project start date would be May 14th with an approximate completion date of the first week in June.

FISCAL IMPACT

The action before the Board at this time has no current fiscal impact however, it will have a fiscal impact when bids come back. The Board allocated \$68,400 for this project during the mid-year budget adjustment process.

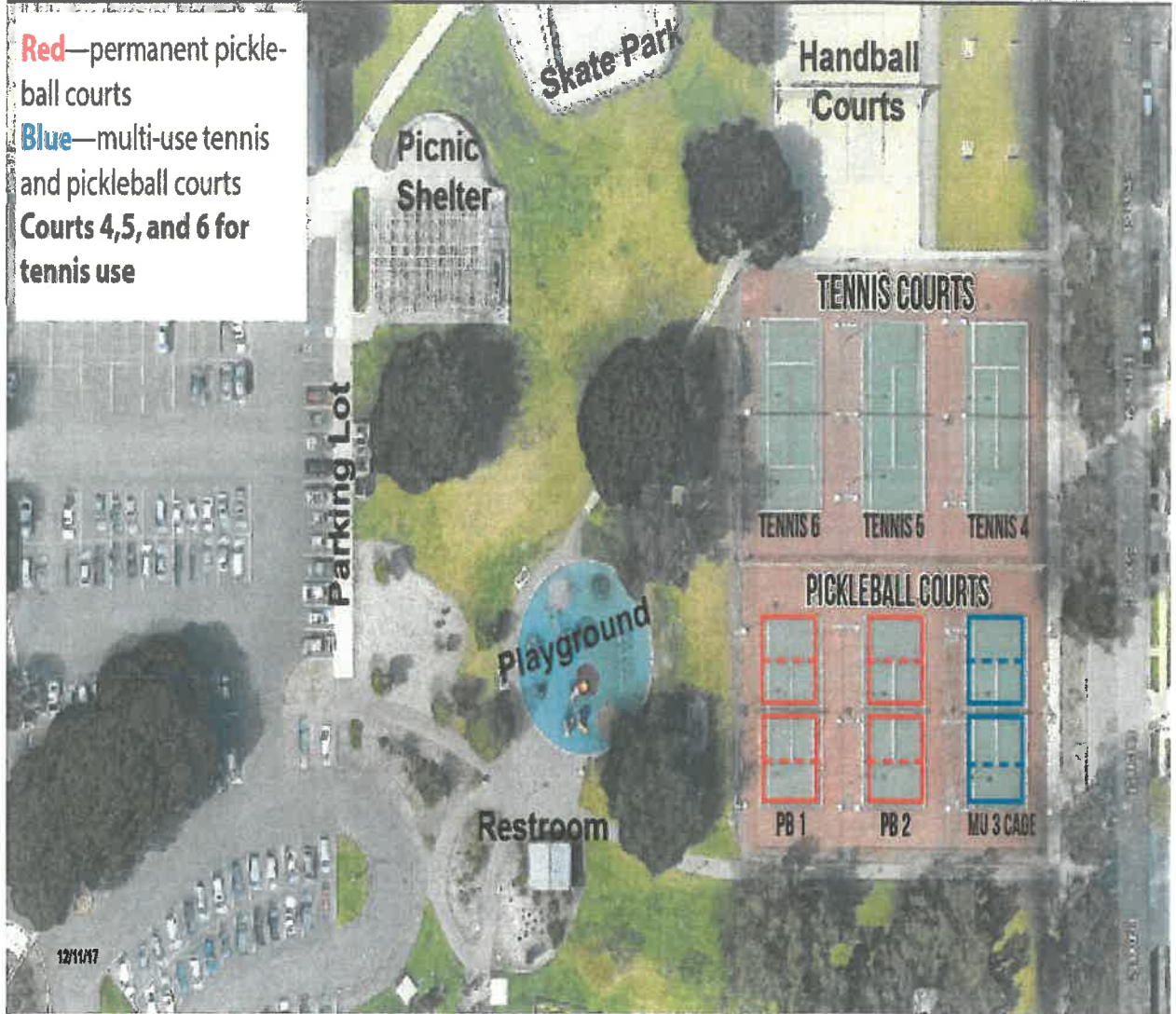
RECOMMENDATION

It is recommended that the Board approve the bid specifications for tennis court resurfacing and pickleball court conversion at Bob Kildee Park and direct staff to solicit proposals for the approved bid specifications.

ATTACHMENTS

- 1) Bob Kildee Park Layout (1 page)
- 2) RFP (5 pages)
- 3) Tennis and Pickleball Specifications (76 pages)

Bob Kildee Park: potential tennis court conversion to pickleball court(s)



**Bid Specifications for
Tennis and Pickleball
Court Resurfacing and
Conversion at Bob
Kildee Park**

**Request for Proposal:
Due April 2, 2018, 2:00 pm**



www.pvrpd.org • 805-482-1996

Nick Marienthal

Park Supervisor

Pleasant Valley Recreation &
Park District

1605 E. Burnley

Camarillo, Ca 93010

Nmarienthal@pvrpd.org

(805)482-5396 ext. 304

INVITATION TO BID

Pleasant Valley Recreation and Park District (“District”) is seeking a bid to resurface six (6) tennis courts, convert two (2) of those tennis courts into four (4) permanent pickleball courts, and convert one (1) tennis court into a dual court for both tennis and pickleball. There will be a mandatory job walk Wednesday March 21, 2018 at 9:00 am, 1030 Temple Ave. Camarillo, CA 93010.

SCOPE OF WORK:

- All tennis courts shall be cleaned thoroughly to remove all dirt, loose paint, and residue from surface.
- All cracks, spalls, and chips will be cleaned and patched.
- Convert two (2) tennis courts into four (4) pickleball courts and convert one (1) tennis court into a dual court for both tennis and pickleball.
- Provide two (2) even textured Acrylic color surfacing on concrete tennis and pickleball courts built to US Tennis Court and Track Builders Spec.
- Apply primer.
- Paint all tennis / pickleball lines with approved paint.
- Materials required Plexipave Systems. Equivalent alternatives to Plexipave will be accepted.

BASIS OF SPECIFICATIONS

Refer to manufacturers specifications unless otherwise noted herein, the specifications for this project shall be the Standard Specifications for Public Works Construction (the “GREEN BOOK”), latest edition.

PROPOSAL PROCESS

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

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.

4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected Contractor will be notified that they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License and a City of Camarillo business license and the proper insurance and bonding.
- Possess a D.I.R number at the time of bid submittal.

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

CONSTRUCTION SCHEDULE

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

Contract Award May 2, 2018

Project Start Date approx. May 14, 2018

Project Completion Date no later than June 4, 2018

HOURS OF OPERATION

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

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

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM

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

Request for Proposal Due April 2, 2018 by 2:00 pm

TIME LINE

Request for Proposals released March 9, 2018
Proposals must be received by April 2, 2018, 2:00 p.m.
Contract award May 2, 2018
Project Start Date approx. May 14, 2018
Project Completion Date no later than June 4, 2018

PROPOSAL DEADLINE

The deadline for the proposal is **April 2, 2018, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Tennis Court and Pickleball Court Resurfacing and Conversion*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

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

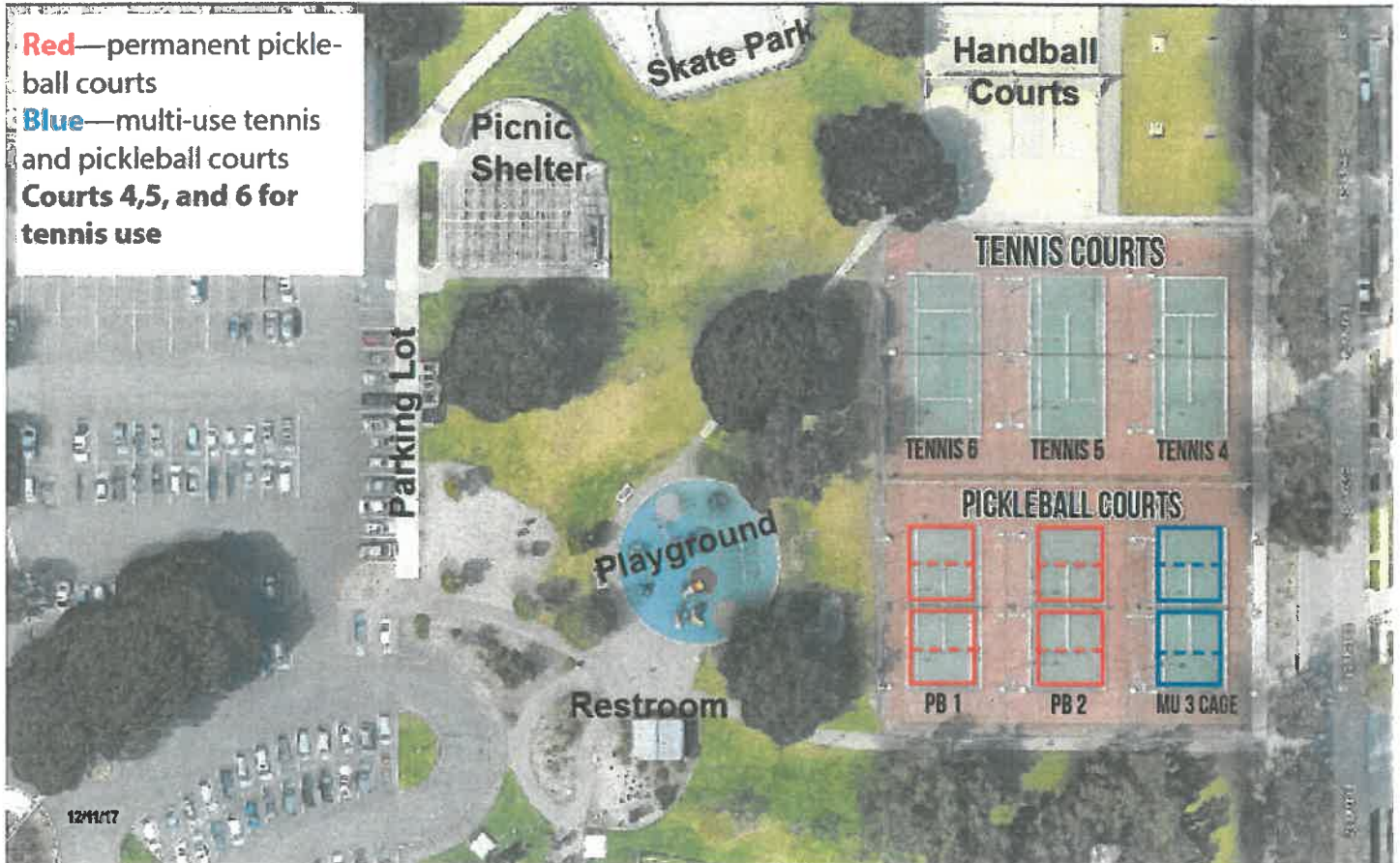
Nick Marienthal,
Park Supervisor
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Nick Marienthal**, Park Supervisor
805-482-5396 ext 304
E-Mail nmarienthal@pvrrpd.org

Bob Kildee Park: potential tennis court conversion to pickleball court(s)



PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

TENNIS COURT AND PICKLEBALL PROJECT

FISCAL YEAR 2017-2018

SPEC NO. BK- TC- 18

BID OPENING: Friday, March 9, 2018

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

TENNIS COURT AND PICKLEBALL PROJECT

FISCAL YEAR 2017-2018

SPEC NO. BK- TC- 18

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
TENNIS COURT AND PICKLEBALL PROJECT

FISCAL YEAR 2017-2018

SPEC NO. BK- TC- 18

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

FOR THE

**TENNIS COURT AND PICKLEBALL PROJECT
SPEC NO. BK- TC- 18**

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 Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., Wednesday, April 2, 2018**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

**TENNIS COURT AND PICKLEBALL PROJECT
SPEC NO. BK-TC-18**

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 **“TENNIS COURT AND PICKLEBALL PROJECT, SPEC. NO. BK-TC-18”** 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 **Wednesday, March 21, 2018, at 9:00 A.M., located at 1030 Temple Ave. Camarillo, CA 93010.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **Tennis Court and Pickleball PROJECT**. The work will take place at 1030 Temple ave. in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$50,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Twenty (20) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

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

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

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "C-39" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on March 21, 2018 commencing at 9:00 am, located at 1030 Temple Ave. Camarillo, CA.

BID QUESTIONS: All bid questions shall be submitted by email to Nick Marienthal, at Nmarienthal@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on March 21, 2018 commencing at 9:00 am, located at 1030 Temple Ave. Camarillo, CA. **BID REGISTRATION FOR TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18**.

All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this 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, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth

above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

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

Other provisions or requirements

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

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

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and

umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the

contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of

apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

TENNIS COURT AND PICKLEBALL PROJECT

SPEC NO. BK-TC-18

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
TENNIS COURT AND PICKLEBALL PROJECT

SPEC NO. BK-TC-18

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 "**TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18**" which are on file in the office of the Parks Department of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks Department of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18**", 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

**TENNIS COURT AND PICKLEBALL PROJECT
SPEC NO. BK-TC-18**

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 201__, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

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

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

(8) Number of years of experience as a Contractor in construction work: _____

(9) List at least three (3) projects completed in the last 18 months:

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

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

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

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

Date of Inspection: _____

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

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

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

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

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address **City** **State** **Zip Code**

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

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

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

WITNESS my hand and official seal.

(Seal)

Signature_____

**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 "TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18" 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 **Twenty (20) consecutive working days**, exclusive of maintenance periods, 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 the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

TENNIS COURT AND PICKLEBALL PROJECT

SPEC NO. BK-TC-18

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 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 1030 Temple Ave. in Camarillo, California.

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

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

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

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

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor,

to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

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

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

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

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

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

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

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

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

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

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

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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

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

forms provided by the division and the printouts are verified in the manner specified subdivision (a).

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

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

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

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

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

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

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

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

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

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

CONSTRUCTION SCHEDULES: Prior to issuing the “Notice to Proceed”, the Project Manager will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Project Manager, at the time of the pre-construction 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 project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

TENNIS COURT AND PICKLEBALL PROJECT

SPEC NO. AR-BK-TC-18

FISCAL YEAR 2017-2018

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 Park Manager, acting either directly or through authorized agents. Also referred to herein as District Park Services 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 Twenty **(20) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts 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 project 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.

4-1.2 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.

4-1.3 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.

4-1.4 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.

(a) 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.

(b) 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.

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

(d) 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.

(e) 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 project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

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

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

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

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

2. PUBLIC CONVENIENCE AND SAFETY

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

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

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the 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 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 insure the quality of the work.

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

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District 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.

TECHNICAL PROVISIONS
PLEASANT VALLEY RECREATION & PARK DISTRICT
TENNIS COURT AND PICKLEBALL PROJECT
SPEC NO. BK-TC-18

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 DESCRIPTION OF WORK

- A. Resurfacing preparation Work consists of the following:

- 1. Preparation for Resurfacing, section:
 - a. Preparation for: Resurfacing.
 - b. Inspect existing courts.
 - c. Repair any cracks, chips, birdbaths and spalls.
 - d. Apply primer.
 - e. Apply two squeegee filler coats of texture color in accordance with manufactures specifications.
 - f. Apply one coat of colored finish in accordance with manufacturers specifications.
 - g. Paint lines in accordance to USTA specifications.

1.3 Cleaning Surface Inspection and

- A. All tennis courts shall be cleaned thoroughly to remove all dirt and residue from the surface. Cracks shall be cleaned to a depth of at least $\frac{3}{4}$ ".
- B. Inspect courts for any chips, cracks, dings, 'birdbaths' (an area $\frac{1}{8}$ " under a 10' straight edge).
 - a. Chips, Cracks, Dings- These areas shall be repaired with filler, applying pressure with a tool, such as a putty knife to insure that material comes in contact with all surfaces of the crack or void. The filler shall be allowed to set a minimum of one hour. If material shrinks below grade level, material shall be reapplied in the same manner and allowed to set. This process shall be repeated until the area is completely full and level. After material is cured, these areas shall be rubbed down to a rough finish with a rubbing brick.
 - b. 'Birdbaths'- These areas shall be patched with Bond Coat mix. Areas to be repaired shall be dampened with water before spreading the mixture into the depression. After the mixture has attained an initial set, it shall be troweled or broomed so that it is even and feathers into the adjacent surface. The mixture shall be allowed to dry overnight prior to application of coatings
- C. Do not proceed until unsatisfactory conditions are corrected. Notify Project Manager immediately of any unsatisfactory site conditions.
 - c. Chips, Cracks, Dings- These areas shall be repaired with filler, applying pressure with a tool, such as a putty knife to insure that material comes in contact with all surfaces of the crack or void. The filler shall be allowed to set a minimum of one hour. If material shrinks below grade level, material shall be reapplied in the same manner and allowed to set. This process shall be repeated until the area is completely full and level. After material is cured, these areas shall be rubbed down to a rough finish with a rubbing brick.
 - d. 'Birdbaths'- These areas shall be patched with Bond Coat mix. Areas to be repaired shall be dampened with water before spreading the mixture into the depression. After the mixture has attained an initial set, it shall be troweled or broomed so that it is even and feathers into the adjacent surface. The mixture shall be allowed to dry overnight prior to application of coatings

Primer

- A. Mix Primer thoroughly. Apply to surface with a compressed air sprayer or pour it on and spread it with soft hair brooms. Do not allow to puddle. Allow to dry. Follow the label instructions for dilution and coverage.

Filler Coats (Texture)

- D. Two squeegee coats of texture color shall be applied in strict accordance with the manufacturer's specifications and guidelines. The color coating systems shall have color in all applications. Surface coats shall be applied at the manufacturer's recommended rates per square yard for each coat.
- E. Over the primed concrete slab, apply 2 coats Plexipave System Filler according to label instructions. Placement should be made with a dispenser capable of laying a "wind-row" of material approximately 6" wide and 3/8" deep in a uniform manner the length of the court. After the "wind-row" has been placed, it should be spread with two men using 30" rubber squeegees slanted at an angle so as to keep pushing the material to the other side of the court. The entire court should be covered in this manner without stopping, keeping in mind that on a warm, dry day, the material will dry quickly which will make it difficult to produce a uniform surface, free of streaks. If after two coats, the texture is not uniform, a third coat should be applied as above. Allow filler coats to dry thoroughly before beginning the finish coat application.

Finish Coat

- A. Over the filler coats, apply one coat of Plexipave System Color Finish according to label instructions. Follow the same procedure of application as described for the filler coat except the last man should use a 30" brush instead of a squeegee to get a smooth, even finish.

Lines

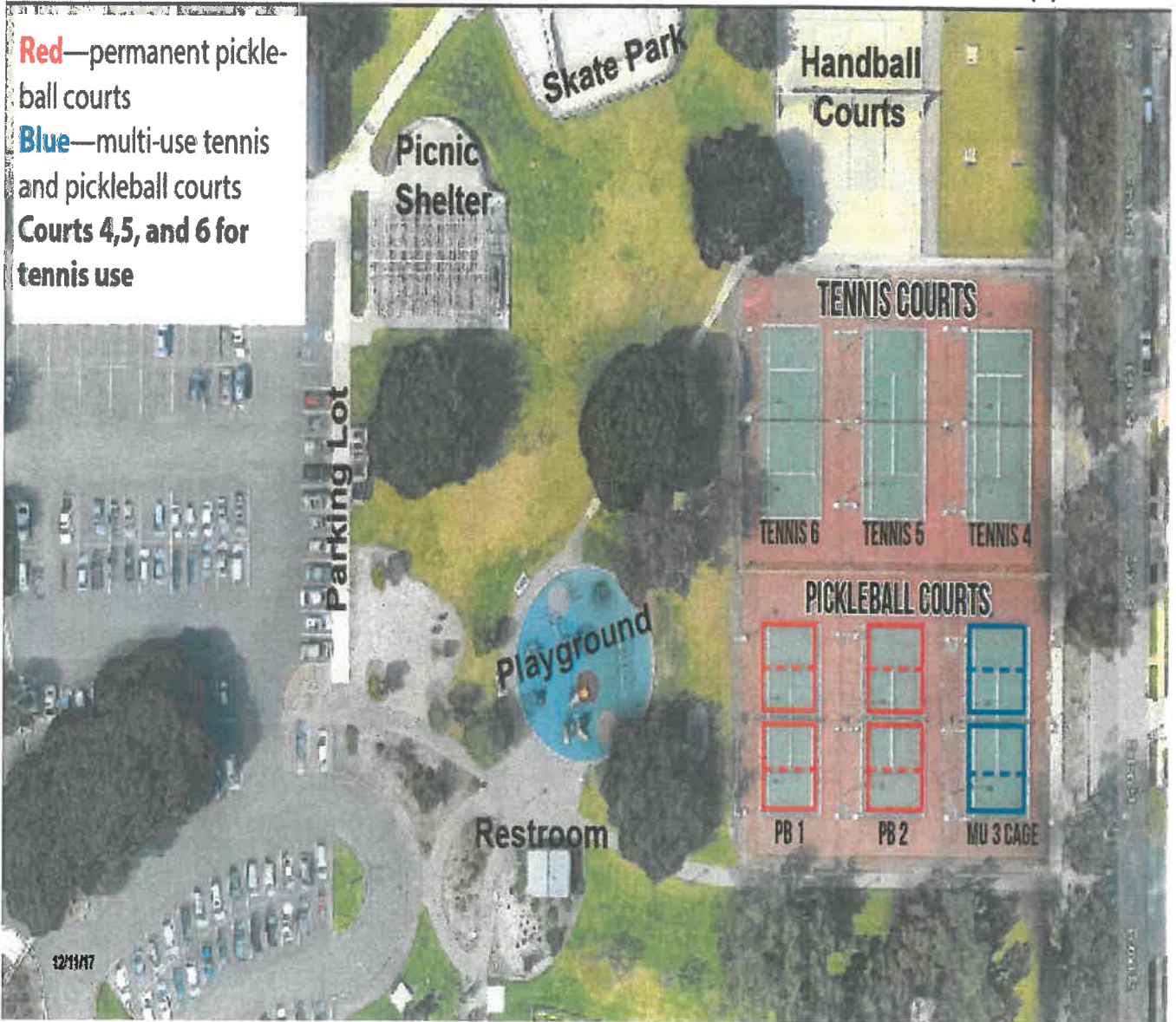
- A. Lines shall be painted with Plexipave System Acrylic White Line Paint according to USTA specifications in the following manner:
 - Parallel strips of masking tape shall be put down with a tape machine to obtain straight lines. A 4" brush or a 2" roller should be used to apply the paint. Care should be taken not to get line paint on the surrounding surface. If texture is required, a small amount of fine clear sand can be mixed into the paint. In most cases, one coat is sufficient. All courts shall be lined for doubles play.

Miscellaneous

- A. The edges of the concrete slab and all light pole foundations shall be painted with Plexipave System Acrylic Color Filler-Finish or approved equal to enhance the overall appearance of the finished product.
- B. A minimum of 48 hours shall be allowed before subjecting surface to competition.
- C. Materials shall not be applied below 50 degrees Fahrenheit.
- D. Care shall be taken to protect adjacent areas and structures which are not meant to be coated. These are, but not limited to, fences, posts, sidewalks and buildings. In the event that coatings are applied to the above, coating shall be removed immediately before drying occurs.
- E. Court surface shall show no squeegee or tool marks when courts are completed. The court shall be a smooth surface and of uniform texture.

APPENDIX A
CONSTRUCTION DRAWINGS/PHOTOS

Bob Kildee Park: potential tennis court conversion to pickleball court(s)



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

TO: BOARD OF DIRECTORS

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

DATE: March 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
FY 2016-2017 ANNUAL FINANCIAL REPORT AS
PREPARED BY MOSS, LEVY & HARTZHEIM LLP,
CPA(S)**

RECOMMENDATION

It is recommended that the Board review and approve the Annual Financial Report for FY 2016-2017 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

BACKGROUND

The Audited Financial Report for the time period ending June 30, 2017 is attached. Moss, Levy, & Hartzheim, LLP, CPAs performed the audit. Travis Hole, CPA and partner served as the lead contact.

Staff has been working on the audit since the audit team first met with staff back in May 2017 and again in October 2017. It is the goal of staff to provide the auditors with complete and accurate records and to display the commitment in maintaining the District's financial records.

ANALYSIS

The opinion of the auditor reflects that the District's financial statements present fairly, in all material respects, the respective financial position for the year ending June 30, 2017 in conformity with accounting principles generally accepted in the United States of America.

The primary economic factors for the District is the property tax revenue; the District received 1.3% more than fiscal year 2015-2016 in property tax apportionment. An item that has put strain on the District's financials is the California Public Employee's Retirement System (CalPERS) unfunded liability. Even though the District Board is able to adopt a balanced budget every year, the CalPERS unfunded liability continues to increase and will continue to cause a strain on the General Fund budget. With the CalPERS unfunded liability increasing at the rate that it is, the District will need to become creative with revenue sources and monitor expenses more closely than staff does now.

RECOMMENDATION

It is recommended that the Board review and approve the Annual Financial Report for FY 2016-2017 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

ATTACHMENTS

- 1) Annual Financial Report for FY 2016-2017-DRAFT (46 pages)



Moss, Levy & Hartzheim LLP

Certified Public Accountants

February 27, 2018

Board of Directors
Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

Attached is a draft copy of your audit for your review with the Management's Discussion and Analysis included. After reviewing and upon your approval, please sign and fax back this letter to our office. We will not finalize the audit until we receive your response and written response from your attorney to the legal representation letter or a letter from you stating that no legal counsel was retained.

Sincerely,

MOSS, LEVY & HARTZHEIM LLP

Moss, Levy & Hartzheim LLP

RESPONSE:

I have reviewed the draft copy of the audit for Pleasant Valley Recreation & Park District and give my approval.

By: _____

Title: _____

Date: _____

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**FINANCIAL STATEMENTS
JUNE 30, 2017**

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PLEASANT VALLEY RECREATION AND PARK DISTRICT
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FINANCIAL SECTION

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Moss, Levy & Hartzheim LLP

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

Board of Directors
Pleasant Valley Recreation and Park District
Camarillo, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Pleasant Valley Recreation and Park District (District), as and for the fiscal year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Pleasant Valley Recreation and Park District, as of June 30, 2017, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7, the budgetary comparison information on pages 36 and 37, the Schedule of Funding Progress for the Post Employment Benefits Other than Pensions on page 38, the Schedule of Proportionate Share of Net Pension Liability on page 39, and the Schedule of Pension Contributions on page 40, be presented to supplement the basic financial statements. Such

information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 5, 2018, on our consideration of the Pleasant Valley Recreation and Park District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the District's basic financial statements as of and for the fiscal year ended June 30, 2016, and we expressed unmodified audit opinions on those audited financial statements in our report dated February 13, 2017. In our opinion, the summarized comparative information presented herein as of and for the fiscal year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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Santa Maria, California
February 5, 2018

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2017

This discussion and analysis of the Pleasant Valley Recreation and Park District (PVRPD) financial performance provides an overall review of the PVRPD financial activities for the fiscal year ended June 30, 2017. The intent of this narrative is to provide a complete overview of PVRPD's financial performance. Readers should review this in conjunction with the basic financial statements which follow this section.

FINANCIAL HIGHLIGHTS
GOVERNMENTAL FUNDS

- During the fiscal year ending June 30, 2017, PVRPD's fund balance increased \$3.894 million (57.3%).
- Total revenues increased \$3.468 million (40.5%) primarily due to Quimby Fees received \$3.148 million along with Other Revenue \$133 thousand (123.7%), Property Taxes \$75 thousand (1.3%) and Fund 20 Assessment \$68 thousand (6.7%)
- Total expenditures increased by \$624 thousand (8%) with Salaries and Benefits down by \$79 thousand (2.2%), an increase in Debt Service payments of Principle and Interest expense of \$19 thousand (1.9%) and an increase of Capital Outlay \$204 thousand (102.5%)

OVERVIEW OF THIS FINANCIAL REPORT

The Government-wide financial statements are presented on an "economic resources" measurement focus and use an accrual basis of accounting. Accordingly, all of the PVRPD's assets and liabilities, including capital assets and long-term liabilities are included in the accompanying Statement of Net Position. The Statement of Net Position includes all of the District's investments in resources (Assets) and the obligations to creditors (Liabilities). The Statement of Activities presents changes in net position measuring the success over the past year and is used to determine credit worthiness.

Government-wide Financial Statements

Statement of Activities and Statement of Net Position

The Government-wide financial statements are designed to provide readers with a broad overview of the District's finances. The Statement of Net Position and the Statement of Activities answer the question if the District is improving or deteriorating. These statements include all assets, deferred outflow of resources, liabilities, and deferred inflows of resources using the accrual basis of accounting. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. These two statements report the District's net position and changes in them. The difference between the assets, deferred outflows of resources, liabilities, and deferred inflows of resources, or net position, can measure the District's financial health.

Governmental Funds Financial Statements

Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance

Fund financial statements are designed to report information about groupings or related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting, like other state and local governments, to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on the short-term inflow and out-flow of spendable resources, as well as on balance of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2017

Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to Basic Financial Statements

The notes provide additional information that is essential to fully understanding the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplemental information concerning the District's budgetary status and funding progress of its retirement plan.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

Net position may serve, over time, as a useful indicator of a government's financial position. District assets and deferred outflows of resources are above liabilities and deferred inflows of resources by \$31.2 million as of June 30, 2017.

Condensed Statement of Net Position
June 30,

	2017	2016
Assets:		
Current assets	\$ 11,389,056	\$ 7,406,670
Capital assets	38,554,237	39,248,626
Total assets	49,943,293	46,655,296
Deferred Outflows of Resources		
Pensions	1,279,306	666,443
Deferred charge on refunding	655,918	
Total deferred outflows of resources	1,935,224	666,443
Liabilities:		
Current liabilities	915,523	829,351
Long-term due in one year	445,264	441,299
Long-term due in more than one year	19,124,253	17,370,387
Total liabilities	20,485,040	18,641,037
Deferred Inflows of Resources		
Pensions	202,937	247,340
Total deferred inflows of resources	202,937	247,340
Net Position:		
Net investment in capital assets	25,511,206	26,920,171
Restricted for specified park projects		375,379
Unrestricted	5,679,334	1,137,812
Total net position	\$ 31,190,540	\$ 28,433,362

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2017

The largest portion of the District's net position reflects its net investment of \$25.5 million in capital assets (land, buildings, improvements, equipment, infrastructure, and no construction in progress, all net of accumulated depreciation). The District uses these capital assets to provide services to citizens and they are not available for future spending.

The second largest portion is the long-term debt the District incurred in 2009 for the development of Pleasant Valley Fields Sports Complex formally known as Village at the Park. Certificates of Participation sold for an amount of \$12.6 million with a maturity date of June 30, 2039. In April 2017, the District refunded the 2009 Certificates of Participation in the amount of \$13.0 million with a maturity date of November 1, 2045. By refunding the COP the District saved \$644 thousand overall. In August 2012, the District obtained a bank loan in the amount of \$1.8 million for refinancing the CalPERS Side-Fund.

The assets and deferred outflows of the District exceed the liabilities and deferred inflows by \$31.2 million as of June 30, 2017. Unrestricted net position is in a positive position (\$5.7 million) which is an indicator that the District has made significant progress in comparison to fiscal year 2015-2016, but still needs to reduce spending to continue to build up for the future.

Statement of Activities

As shown on the table below, the District's net position increased by \$2.757 million during the fiscal year ending June 30, 2017. This is a significant improvement from the increase of \$247 thousand during the fiscal year ending June 30, 2016. The increase is primarily related to the receipt of Quimby Fees the District received of \$3.148 million.

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Condensed Statement of Activities

	<u>June 30,</u> <u>2017</u>	<u>2016</u>
Revenues:		
Program Revenues		
Charges for Services	\$ 5,456,441	\$ 2,224,584
Operating Grants & Contributions	96,365	103,917
Capital Grants & Contributions	28,183	10,015
General Revenues:		
Property taxes	6,159,125	6,084,387
Investment income	49,671	31,951
Other	240,729	107,618
Total Revenues	<u>12,030,514</u>	<u>8,562,472</u>
Expenses:		
Recreation & Park Operations	<u>9,273,336</u>	<u>8,315,041</u>
Change in net position	<u>2,757,178</u>	<u>247,431</u>
Net position - beginning of year	28,433,362	28,199,481
Prior Period Adjustment		(13,550)
Net position - end of year	<u>\$ 31,190,540</u>	<u>\$ 28,433,362</u>

Charges for services includes programs and class fees, facility rental fees, cell tower income, senior services income, activity guide advertising income, and indemnity income. Property tax revenue, the District's

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2017

primary source of revenue, increased by \$74 thousand or 1.3%. Charges for services increased by \$3.231 million or 145% which includes the Quimby Fees, Facility and Other Rental Fees increased \$54 thousand (11.3%), interest income increased by \$17 thousand (55.0%) and operating grants decreased by \$7 thousand (-7.8%).

GOVERNMENTAL FUND FINANCIAL STATEMENT ANALYSIS

The focus of the District's governmental funds is to provide information on short-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the close of fiscal year 2016-2017, District governmental funds reported a combined ending fund balance of \$10.693 million, an increase of \$3.894 million in comparison with the prior year. The increase in fund balance was primarily due to the receipt of Quimby Fees the District received during the fiscal year.

The following are the District's major funds:

General Fund

The General Fund is the District's primary operating fund. It showed an increase of \$4.522 million in fund balance for the year ending June 30, 2017. Revenues exceeded expenses by \$3.855 million.

Special Assessment District Special Revenue Fund

The Special Assessment District Fund accounts for district-wide assessment for park maintenance and capital projects. It showed a decrease of \$628 thousand in fund balance with an increase in revenues of \$53 thousand and an increase in expenditures of \$23 thousand. The expenditure increase was primarily due to the principle payment on the debt service installment.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets (net of accumulated depreciation)

	June 30,	
	2017	2016
Land	\$ 22,732,253	\$ 22,732,253
Buildings	\$ 5,878,693	\$ 6,216,421
Improvements	\$ 9,224,776	\$ 9,725,428
Equipment	\$ 718,515	\$ 574,524
Construction in Progress	\$ -	\$ -
	\$ 38,554,237	\$ 39,248,626

Long-term Debt

The District's long-term debt as of the period ending June 30, 2017 is \$19.570 million. That is a \$1.758 million increase from the ending of June 30, 2016. There are two major sources of long-term debt obligations: \$13.0 million for the development of Pleasant Valley Fields Sports Complex and \$1.4 million loan for refinancing the CalPERS Side-Fund. (For more information on long-term obligations see Note 6 and Note 7 in the Financial Statements)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2017

Outstanding Long-Term Debt

	June 30,	
	2017	2016
Compensated Absences	\$ 381,077	\$ 419,499
Notes Payable-Software	33,031	48,455
Other Post-Employment Benefits	153,141	128,574
Net Pension Liability	4,701,684	3,550,158
Certificates-of-Participation Premium	76,584	
Pension Related Note	1,214,000	1,385,000
Certificates-of-Participation	13,010,000	12,280,000
	<u>\$ 19,569,517</u>	<u>\$ 17,811,686</u>

ECONOMIC FACTORS

The District's primary revenue source is property taxes, which are starting to show signs of improvement. The District has seen an increase in property tax revenue and the housing market is mirroring the trend. Ventura County Assessor's office is reporting a slight 4.94% increase for fiscal year 2017-2018. The District received \$3.1 million in fees from developers (Quinby Fees) in FY16-17, which helped improve revenues and fund balance. With new construction continuing, the District should see additional revenue in the coming years.

Managing District resources in an environment of relatively flat revenues compounded by increasing costs is a challenge facing the District. Consequently, resources for future capital maintenance, replacement, and new park and facility development must be either acquired from resources currently available in operating expenses, or additional revenue sources must be identified.

The state implemented pension reform on January 1, 2013 creating a third tier retirement program with a new 2% at 62 formula for employees new to CalPERS. The District's other two plans are 2.5% at 55 and 2% at 60. On July 1, 2013 the Board of Directors took action that increased the employee contributions to the maximum allowed by state statute. One of the biggest economic factors for the District is the CalPERS Unfunded Liability. For fiscal year 2018-2019 the District's payment to CalPERS will be \$297,123. This payment will increase every year until fiscal year 2030-2031 at that time it will top out at \$625,271. This obligation to CalPERS will continue until the year 2047.

REQUEST FOR INFORMATION

The District's financial report is designed to provide citizens, taxpayers, creditors, and investors with a general overview of PVRPD's finances and show accountability for the money it receives. Questions regarding any of the information provided in this report or to request additional information, please contact the District's General Manager at the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010 or call (805) 482-1996.

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BASIC FINANCIAL STATEMENTS

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PLEASANT VALLEY RECREATION AND PARK DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2017
With Comparative Totals for June 30, 2016

	Total Governmental Activities	
	2017	2016
ASSETS		
Cash and investments	\$ 11,027,042	\$ 7,219,242
Accrued interest receivable	15,914	2,140
Accounts receivable	129,722	63,422
Property taxes and assessments receivable	210,675	121,586
Prepaid items	5,703	280
Capital assets - not being depreciated	22,732,253	22,732,253
Depreciable capital assets, net of accumulated depreciation	15,821,984	16,516,373
Total assets	49,943,293	46,655,296
DEFERRED OUTFLOWS OF RESOURCES		
Pensions	1,279,306	666,443
Deferred charge on refunding	655,918	
Total deferred outflows of resources	1,935,224	666,443
LIABILITIES		
Bank overdraft	40,533	
Accounts payable	372,325	364,197
Accrued salaries and benefits	127,032	102,617
Unearned revenue and customer deposits	155,972	140,340
Accrued interest payable	219,661	222,197
Long-term liabilities - due in one year		
Compensated absences	95,269	104,875
Pension related debt	186,000	171,000
Certificates of participation	145,000	150,000
Certificates of participation premium	2,854	
Capital lease payable - software	16,141	15,424
Long-term liabilities - due in more than one year		
Compensated absences	285,808	314,624
Other post-employment benefits payable	153,141	128,574
Pension related debt	1,028,000	1,214,000
Certificates of participation	12,865,000	12,130,000
Certificates of participation premium	73,730	
Capital lease payable - software	16,890	33,031
Net pension liability	4,701,684	3,550,158
Total liabilities	20,485,040	18,641,037
DEFERRED INFLOWS OF RESOURCES		
Pensions	202,937	247,340
Total deferred inflows of resources	202,937	247,340
NET POSITION		
Net investment in capital assets	25,511,206	26,920,171
Restricted for specified park projects		375,379
Unrestricted	5,679,334	1,137,812
Total net position	\$ 31,190,540	\$ 28,433,362

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 STATEMENT OF ACTIVITIES
 FISCAL YEAR ENDED JUNE 30, 2017
 With Comparative Totals for Fiscal Year Ended June 30, 2016

Functions/Programs	Expenses	Program Revenues			Net (Expenses) Revenue and Changes in Net Position	2016
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants		
Governmental Activities:						
Recreation and park operations:	\$ 9,273,336	\$ 5,456,441	\$ 96,365	\$ 28,183	\$ (3,692,347)	\$ (5,976,525)
Total governmental activities	\$ 9,273,336	\$ 5,456,441	\$ 96,365	\$ 28,183	(3,692,347)	(5,976,525)
General Revenues:						
Property taxes					6,159,125	6,084,387
Investment earnings					49,671	31,951
Other revenues					240,729	107,618
Total general revenues					6,449,525	6,223,956
Change in net position					2,757,178	247,431
Net position - beginning of fiscal year					28,433,362	28,199,481
Prior-period adjustment						(13,550)
Net position - beginning of fiscal year, restated					28,433,362	28,185,931
Net position - end of fiscal year					\$ 31,190,540	\$ 28,433,362

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 BALANCE SHEET - GOVERNMENTAL FUNDS
 JUNE 30, 2017
 With Comparative Totals for June 30, 2016

	General Fund	Assessment District Fund	Total Governmental Funds	
			2017	2016
ASSETS				
Cash and investments	\$ 11,027,042	\$ -	\$ 11,027,042	\$ 7,219,242
Accrued interest receivable	15,914		15,914	2,140
Accounts receivable	100,073	29,649	129,722	63,422
Property taxes and assessments receivable	210,456	219	210,675	121,586
Prepaid expenditures	5,703		5,703	280
Total assets	<u>\$ 11,359,188</u>	<u>\$ 29,868</u>	<u>\$ 11,389,056</u>	<u>\$ 7,406,670</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Bank overdraft	\$ -	\$ 40,533	\$ 40,533	\$ -
Accounts payable and accrued expenditures	332,059	40,266	372,325	364,197
Accrued salaries and benefits	127,032		127,032	102,617
Deposits	36,825		36,825	26,140
Unearned revenue	119,147		119,147	114,200
Total liabilities	<u>615,063</u>	<u>80,799</u>	<u>695,862</u>	<u>607,154</u>
Fund Balances				
Nonspendable:				
Prepays	5,703		5,703	280
Restricted:				
Specified park projects reserve				375,379
Committed:				
Accrued interest payable				201,653
Assigned:				
Compensated absences	381,077		381,077	419,499
Post-employment benefits payable	153,141		153,141	128,574
Pension-related debt	1,214,000		1,214,000	1,385,000
Unassigned	8,990,204	(50,931)	8,939,273	4,289,131
Total fund balances	<u>10,744,125</u>	<u>(50,931)</u>	<u>10,693,194</u>	<u>6,799,516</u>
Total liabilities and fund balances	<u>\$ 11,359,188</u>	<u>\$ 29,868</u>	<u>\$ 11,389,056</u>	<u>\$ 7,406,670</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE
 SHEET TO THE STATEMENT OF NET POSITION
 JUNE 30, 2017

Total fund balances - governmental funds \$ 10,693,194

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation. Net capital assets consist of:

Capital assets at historical costs	\$ 57,207,669	
Accumulated depreciation	(18,653,432)	
		38,554,237

Interest payable: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statements of activities, it is recognized in the period it is incurred. (219,661)

Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

Certificates of participation	(13,010,000)	
Certificates of participation premiums	(76,584)	
Notes payable-pension-related debt	(1,214,000)	
Capital lease payable	(33,031)	
Compensated absences	(381,077)	
Other postemployment benefits	(153,141)	
Net pension liability	(4,701,684)	
		(19,569,517)

In governmental funds, loss on refunding is recognized as an expenditure in the period incurred. In the government-wide statements, loss on refunding is amortized over the life of the debt. 655,918

Deferred outflows and inflows of resources relating to pensions: In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.

Deferred inflows of resources relating to pensions	(202,937)	
Deferred outflows of resources relating to pensions	1,279,306	
		1,076,369

Total net position - governmental activities \$ 31,190,540

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 GOVERNMENTAL FUNDS
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
 FISCAL YEAR ENDED JUNE 30, 2017
 With Comparative Totals for Fiscal Year Ended June 30, 2016

	General Fund	Assessment District Fund	Total Governmental Funds	
			2017	2016
Revenues				
Property taxes	\$ 6,159,125	\$ -	\$ 6,159,125	\$ 6,084,387
Charges for services:				
Special assessments	3,148,562	1,061,719	4,210,281	1,007,402
Registration and other fees	712,478		712,478	737,542
Facility and other rental fees	533,682		533,682	479,640
Operating grants and contributions	96,365		96,365	103,917
Capital grants and contributions	28,183		28,183	10,015
Investment earnings	49,395	276	49,671	31,951
Other revenues	240,729		240,729	107,618
Total revenues	<u>10,968,519</u>	<u>1,061,995</u>	<u>12,030,514</u>	<u>8,562,472</u>
Expenditures				
Salaries and benefits	3,402,037	134,478	3,536,515	3,615,365
Materials and services	3,060,141	418,363	3,478,504	2,998,629
Capital outlay	402,743		402,743	198,897
Debt service:				
Principal	186,424	150,000	336,424	305,675
Interest	62,058	601,866	663,924	675,993
Total expenditures	<u>7,113,403</u>	<u>1,304,707</u>	<u>8,418,110</u>	<u>7,794,559</u>
Excess of revenues over (under) expenditures	3,855,116	(242,712)	3,612,404	767,913
Other Financing Sources (Uses)				
Capital lease proceeds				66,130
Proceeds from sale of Certificates of participation	13,087,060		13,087,060	
Payment to escrow account	(12,805,786)		(12,805,786)	
Transfers in	385,251		385,251	46,376
Transfers out		(385,251)	(385,251)	(46,376)
Total other financing sources and uses	<u>666,525</u>	<u>(385,251)</u>	<u>281,274</u>	<u>66,130</u>
Net change in fund balances	<u>4,521,641</u>	<u>(627,963)</u>	<u>3,893,678</u>	<u>834,043</u>
Fund balances - beginning of fiscal year	6,222,484	577,032	6,799,516	5,979,023
Prior-period adjustments				(13,550)
Fund balances - beginning of fiscal year, restated	<u>6,222,484</u>	<u>577,032</u>	<u>6,799,516</u>	<u>5,965,473</u>
Fund balances - end of fiscal year	<u>\$ 10,744,125</u>	<u>\$ (50,931)</u>	<u>\$10,693,194</u>	<u>\$ 6,799,516</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 RECONCILIATION OF GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
 EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
 JUNE 30, 2017

Total net change in fund balances - governmental funds \$ 3,893,678

Amounts reported for governmental activities in the statement of activities are different because:

In governmental funds, the costs of capital assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of individual capital assets in excess of the capitalization threshold of \$5,000 are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures which were capitalized and depreciation expense and the cost of capital assets disposed of for the period is:

Capital outlays which were capitalized as capital assets	\$ 402,743	
Depreciation expense	(1,097,132)	(694,389)

In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The differences between compensated absences paid and compensated absences earned was:

38,422

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities.

12,466,900

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during but owing from the prior period was:

2,536

In governmental funds, loss on debt refunding is recognized as an expenditure in the period they are incurred. In the government-wide statements, the loss is amortized over the life of the debt. Loss on refunding amortization for the period was:

655,918

In statement of activities, the long-term liability for other postemployment benefits is recognized. This does not require the use of current financial resources and is not reported in governmental funds.

(24,567)

In governmental funds, proceeds from debt are recognized as Other Financing Sources. In the government-wide statements, proceeds from debt are reported as increases to liabilities. Amounts recognized in the governmental funds from debt was:

(13,087,060)

In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:

(494,260)

Total change in net position - governmental activities

\$ 2,757,178

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 STATEMENT OF FIDUCIARY NET POSITION
 JUNE 30, 2017
 With Comparative Totals for June 30, 2016

	Part-Time Employees Retirement Trust Fund	
	2017	2016
Assets		
Cash and investments	\$ 74,252	\$ 74,658
Total assets	<u>74,252</u>	<u>74,658</u>
Net Position		
Retirement funds payable to recipients	74,252	74,658
Total net position	<u>\$ 74,252</u>	<u>\$ 74,658</u>

DRAFT

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
 Fiscal Year Ended June 30, 2017
 With Comparative Totals for Fiscal Year Ended June 30, 2016

	Part-Time Employees Retirement Trust Fund	
	2017	2016
Additions		
Contributions to retirement trust fund	\$ 11,428	\$ 22,327
Investment earnings	187	177
Total revenues	<u>11,615</u>	<u>22,504</u>
Deductions		
Claims paid or payable to claimants:	12,021	3,245
Total deductions	<u>12,021</u>	<u>3,245</u>
Change in net position	(406)	19,259
Net position - beginning of fiscal year	<u>74,658</u>	<u>55,399</u>
Net position - end of fiscal year	<u>\$ 74,252</u>	<u>\$ 74,658</u>

DRAFT

The accompanying notes are an integral part of this financial statement.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Reporting Entity

The Pleasant Valley Recreation & Park District (the District) is located in and around the City of Camarillo, approximately 10 miles inland from the Pacific Ocean. The District was formed in January 1962 under the State Public Resource Code of California. The District serves an area of approximately 45 square miles and has grown from one park to 28 parks since its inception 53 years ago. Within the District, a variety of recreational facilities exists including: indoor swimming pool, lighted ball fields, tennis courts, racquetball courts, a running track, children's play equipment, picnic shelters, barbecues and much more. General administration and management of the District is under the direction of a five member Board of Directors and a General Manager.

The District's basic financial statements include the operations of which the District's Board of Directors exercises oversight responsibility. There are no component units included in this report which meet the criteria of the GASB Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statements No. 39, No. 61, and No. 80.

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation

The District's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The *basic financial statements* of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Government-wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole. These statements include separate columns for the governmental activities of the primary government. Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the District.

Government-wide financial statements are presented using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. *Basis of accounting* refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange transaction are recognized in accordance with the requirements of GASB Statement No. 33.

The types of transactions reported as program revenues for the District are to be reported in three categories, if applicable: 1) charges for services, 2) operating grants and contributions, and 3) capital grants and contributions. Charges for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function. Grant and contributions include revenues restricted to meeting the operational or capital requirements of a particular function. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation (continued)

Fund Financial Statements

Fund financial statements report detailed information about the District. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major governmental fund is presented in a separate column, and all nonmajor funds are aggregated into one column, however the District has no nonmajor funds. Fiduciary funds are reported by fund type.

The accounting and financial treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a flow of current financial resources measurement focus. With the measurement focus, only current assets and current liabilities are generally included on the balance sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances for these funds present increases, (i.e., revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net position.

Fiduciary funds are reported using the economic resources measurement focus.

Governmental Funds

In the fund financial statements, governmental funds are presented using the *modified - accrual basis of accounting*. Their revenues are recognized when they become *measurable* and *available* as net current position. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. Revenue recognition is subject to the measurable and *availability* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed derived tax revenues* are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. *Imposed nonexchange* transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance is considered to be a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net position. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered "available spendable resources," since they do not represent net current position. Recognition of governmental fund type revenue represented by non-current receivables are deferred until they become current receivables. Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net position, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the fiscal year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenditures/expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation (continued)

Governmental Funds (Continued)

The District reports the following major governmental funds:

- **General Fund** is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.
- **Assessment District Fund** is used for the assessment revenues and expenditures from a special assessment for specific park and recreation facilities and operations.

The District reports the following fiduciary fund:

- **Part-Time Employees Retirement Trust Fund** holds funds in trust for part-time employees who are enrolled in the non-elective deferred compensation plan arrangement for the benefit of employees who are not covered by another retirement system maintained by the District (see note 12).

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds use the accrual basis of accounting.

C. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, as prescribed by the GASB and the AICPA, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

D. Investments and Investment Policy

The District has adopted an investment policy directing the General Manager to deposit funds in financial institutions. No more than 30% of the District's total investment portfolio will be invested in a single security type or with a single financial institution with the exceptions of U.S. Government Treasury securities and LAIF. Investments are to be made in the following areas:

U.S. Government Securities	Repurchase Agreements
Banker's Acceptances	Local Agency Investment Fund (LAIF)
Commercial Paper	Money Market Accounts
Negotiable Certificates of Deposit	Savings Deposits

Changes in fair value that occur during a fiscal year are recognized as unrealized gains or losses and reported for that fiscal year. Investment income comprises of investment earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

Local Agency Investment Fund

LAIF is regulated by California Government Code (Code) Section 16429 and is under the management of the State of California Treasurer's Office with oversight provided by the Local Agency Investment Advisory Board.

LAIF is carried at fair value based on the value of each participating dollar as provided by LAIF. The fair value of the District's position in LAIF is the same as the value of its pooled shared. Investments in securities of the U.S. government or its agencies are carried at fair value based on quoted market prices. Bank balances are secured by the pledging of a pool of eligible securities to collateralize the District's deposits with the bank in accordance with the Code.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued).

E. Property Taxes and Special Assessments

The County of Ventura Assessor's Office assesses all real and personal property within the County each year. The County of Ventura Tax Collector's Office bills and collects the District's share of property taxes and special assessments. The County of Ventura Treasurer's Office remits current and delinquent property tax collections to the District throughout the year. Property tax in California is levied in accordance with Article 13A of the State Constitution at one percent (1%) of countywide assessed valuations.

Property taxes and special assessments receivable at year-end are related to property taxes collected by the County of Ventura which have not been credited to the District's cash balance as of June 30. The property tax calendar is as follows:

Lien date	January 1
Levy date	July 1
Due dates	November 1 and March 1
Collection dates	December 10 and April 10

F. Prepaid Items

Certain payments to vendors reflect costs or deposits applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

G. Capital Assets

Capital assets are recorded in the government-wide financial statements. Included in capital assets are PV Fields assets, land, buildings, building improvements, equipment, furniture and fixtures and vehicles. District policy has set the capitalization threshold for reporting capital assets at \$5,000. Donated assets are recorded at estimated fair market value at the date of donation. Capital outlay is recorded as expenditures of the governmental funds and as assets in the government-wide financial statements to the extent the District's capitalization threshold is met. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

Description	Years	Description	Years
PV Fields — Buildings	39	Land improvements	15
PV Fields — Land grading	39	Assessment assets	15
PV Fields — Land improvements	39	Buildings, structures and improvements	10 to 39
PV Fields — Lighting	39	Furniture fixtures and office equipment	5 to 7
PV Fields — Other assets	5	Machinery and heavy equipment	3 to 10
PV Fields — Playground equipment	15	Playground equipment	15
PV Fields — Turf and landscaping	10	Vehicles	5
FB Fields — Ball Fields	20	FB Fields — Land improvements	20
FB Fields — Lighting	20	FB Fields — Land Grading	20
FB Fields — Turf and Landscape	20		

H. Compensated Absences

The District's policy is to permit full time and part-time year-round employees to accumulate earned vacation time, sick leave, and compensating time. Earned vacation time shall be earned by each employee subject to the accrual limitations and policies as follows for union employees:

Years of Service	Annual Accrual	Maximum Accrual
Less than 5 years of service	80	240
Over 5 years but less than 11	120	360
Over 11 years but less than 12	128	384
Over 12 years but less than 13	136	408
Over 13 years but less than 14	144	432
Over 14 years but less than 16	152	456
16 years or more	160	480
Part-time year-round	40	80

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Compensated Absences (continued)

For non-union employees, each employee is subject to the accrual limitations below for full time and part time years round respectively:

Years of Service	Annual Accrual	Maximum Accrual
0-5 Years	80	160
6-8 Years	100	200
9-12 Years	120	240
13-15 Years	140	280
15+ Years	160	320

Years of Service	Annual Accrual	Maximum Accrual
0-5 Years	60	80
6-8 Years	75	100
9-12 Years	90	120
13-15 Years	105	140
15+ Years	120	160

Sick leave that is not used shall accumulate during subsequent years without limitation for full-time employees and will be capped at 80 hours for part-time year-round employees. Sick leave cannot be converted to vacation time, but in order to reward employees who do not utilize all of their sick leave, the District will compensate employees with 10 plus years of employment fifty percent (50%) of the unused sick leave up to 1,000 hours; employees with 5-10 years of service will be compensated at twenty-five percent (25%) of the unused sick leave up to 500 hours.

I. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pleasant Valley Recreation and Park District's California Public Employee's Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Deferred Outflows and Inflows of Resources

Pursuant to GASB Statement No. 63, "Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position," and GASB Statement No. 65, "Items Previously Reported as Assets and Liabilities," the District recognizes deferred outflows and inflows of resources.

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period. The District has one item which qualifies for reporting in this category; refer to Note 9 for a detailed listing of the deferred outflows of resources the District has reported.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. A deferred inflow of resources is defined as an acquisition of net position by the District that is applicable to a future reporting period. The District has one item which qualifies for reporting in this category; refer to Note 9 for a detailed listing of the deferred inflows of resources the District has reported.

K. Budgets

The budget is reported on the same basis as the fund types and on a basis consistent with accounting principles generally accepted in the United States of America. Additional appropriations or other changes during the fiscal year may be submitted by the department for Board review and approval.

L. Net Position

GASB Statement No. 63 requires that the difference between assets added to the deferred outflows of resources and liabilities added to the deferred inflows of resources be reported as net position. Net position is classified as either net investment in capital assets, restricted, or unrestricted.

Net position that is net investment in capital assets consist of capital assets, net of accumulated depreciation, and reduced by the outstanding principal of related debt. Restricted net position is the portion of net position that has external constraints placed on it by creditors, grantors, contributors, laws, or regulations of other governments, or through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of net investment in capital assets or restricted net position.

M. Fund Balances

In the financial statements, governmental funds report fund balances as nonspendable, restricted, committed, assigned or unassigned based primarily on the extent to which the District is bound to honor constraints on how specific amounts can be spent.

M. Fund Balances (continued)

- Nonspendable fund balance — amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- Restricted fund balance — amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions enabling legislation.
- Committed fund balance — amounts that can only be used for specific purposes determined by formal action of the District's highest level of decision-making authority (the Board of Directors) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- Assigned fund balance — amounts that are constrained by the District's intent to be used for specific purposes. The intent can be established at either the highest level of decision-making, or by a body or an official designated for that purpose.
- Unassigned fund balance — the residual classification for the District's general fund that includes amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Board of Directors established, modifies or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. This is done through adoption of the budget and subsequent budget amendments that occur throughout the year.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, followed by the unrestricted, committed, assigned and unassigned resources as they are needed.

Fund Balance Policy

The District believes that sound financial management principles require that sufficient funds be retained by the District to provide a stable financial base at all times. To retain this stable financial base, the District needs to maintain an unrestricted fund balance in its funds sufficient to fund cash flows of the District and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned and unassigned fund balances are considered unrestricted.

The purpose of the District's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

N. Comparative Data/Totals Only

Comparative total data for the prior fiscal year has been presented in certain accompanying financial statements in order to provide an understanding of the changes in the District's financial position and operations. Also, certain prior fiscal amounts have been reclassified to conform to the current fiscal year financial statements presentation.

O. Future Accounting Pronouncements

Statement No. 75	"Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions"	The provisions of this statement are effective for fiscal years beginning after June 15, 2017.
Statement No. 81	"Irrevocable Split-Interest Agreements"	The provisions of this statement are effective for fiscal years beginning after December 15, 2016.
Statement No. 82	"Pension Issues-an amendment of GASB Statements No. 67, No. 68, and No. 73"	The provisions of this statement are effective for fiscal years beginning after June 15, 2017.
Statement No. 83	"Certain Asset Retirement Obligations"	The provisions of this statement are effective for fiscal years beginning after June 15, 2018.
Statement No. 84	"Fiduciary Activities"	The provisions of this statement are effective for fiscal years beginning after December 15, 2018.
Statement No. 85	"Omnibus 2017"	The provisions of this statement are effective for fiscal years beginning after June 15, 2017.
Statement No. 86	"Certain Debt Extinguishment Issues"	The provisions of this statement are effective for fiscal years beginning after June 15, 2017.
Statement No. 87	"Leases"	The provisions of this statement are effective for fiscal years beginning after December 15, 2019.

NOTE 2 - CASH AND INVESTMENTS

Cash at June 30, 2017, consists of the following:

Cash on hand	\$ 892
Deposits held with financial institutions	3,925,678
Investments	7,134,191
Total cash and investments	\$ 11,060,761

Cash and investments are presented on the accompanying basic financial statements, as follows:

Cash and investments, statement of net position	\$ 10,986,509
Cash in and investments, statement of fiduciary net position	74,252
Total cash and investments	\$ 11,060,761

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 2 - CASH AND INVESTMENTS (continued)

prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District had investments in money market funds, LAIF, and the Ventura County Investment Pool, however, these are not measured under Level 1, 2 or 3.

Level 2 Investments held by the District are the negotiable Certificates of Deposit with a market value of \$1,138,171.

Authorized Deposits and Investments

Under provisions of the District's investment policy, and in accordance with Section 53601 of the California Government Code, the District may invest in certain types of investments as listed in Note 1(D) to the financial statements.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The longer the maturity an investment has the greater its fair value has sensitivity to changes in market interest rates. The District's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity:

Investment Type	Carrying Amount	Remaining Maturity (in Months)			
		12 Months Or Less	13-24 Months	25-60 Months	More than 60 Months
State investment pool (LAIF)	\$ 4,913	\$ 4,913	\$ -	\$ -	\$ -
Ventura County Investment Pool	5,990,573	5,990,573			
Certificates of deposit	1,138,171	493,630	644,541		
Money market funds	534	534			
	<u>\$ 7,134,191</u>	<u>\$ 6,489,650</u>	<u>\$ 644,541</u>	<u>\$ -</u>	<u>\$ -</u>

Credit Risk

State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The District has no investment policy that would further limit its investment choices. LAIF investment funds are unrated.

Investment Type	Carrying Amount	Minimum Legal Rating	Rating as of Fiscal Year End			
			AAA	A+	Baa	Not Rated
State investment pool (LAIF)	\$ 4,913	N/A	\$ -	\$ -	\$ -	\$ 4,913
Ventura County Investment Pool	5,990,573	N/A				5,990,573
Certificates of deposit	1,138,171	N/A				1,138,171
Money market funds	534	N/A				534
	<u>\$ 7,134,191</u>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,134,191</u>

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represents 5% or more of the total District's investments.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.

NOTE 2 - CASH AND INVESTMENTS (continued)

Custodial Credit Risk (continued)

The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

None of the District's deposits with financial institutions in excess of the Federal Depository Insurance Corporation's limits were held in uncollateralized accounts.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or governmental investment pools (such as LAIF and the Ventura County Investment Pool).

Investment in State Investment Pool

DRAFT

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in this pool is reported in the accompanying basic financial statements at the amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

The LAIF is a special fund of the California State Treasury through which local governments may pool investments. Each entity may invest up to \$50,000,000 in the fund. Investments in LAIF are highly liquid, as deposits can be converted to cash within twenty-four hours without loss of interest. Investments with LAIF are secured by the full faith and credit of the State of California.

NOTE 3 - INTERFUND TRANSACTIONS

Interfund transactions are reported as either loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables, as appropriate, and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers among governmental funds are netted as part of the reconciliation to the government-wide financial statements. Interfund transfers consist of operating transfers from funds receiving revenue to funds through which the resources are to be expended.

Transfers In/Out:

<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
Major Funds:		
General Fund	\$ 385,251	\$ -
Assessment District Fund	<u> </u>	<u>385,251</u>
Totals	<u>\$ 385,251</u>	<u>\$ 385,251</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 4 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended June 30, 2017, was as follows:

	Balance July 1, 2016	Additions	Deletions	Balance June 30, 2017
Non-depreciable capital assets				
Land	\$ 22,732,253	\$ -	\$ -	\$ 22,732,253
Total non-depreciable capital assets	<u>\$ 22,732,253</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,732,253</u>
Depreciable capital assets:				
PV Fields-Buildings	3,849,407			3,849,407
PV Fields-Land grading	807,164			807,164
PV Fields-Land improvements	4,390,266			4,390,266
PV Fields-Lighting	2,271,285			2,271,285
PV Fields-Other assets	49,626			49,626
PV Fields-Playground equipment	86,177			86,177
PV Fields-Turf and landscaping	2,553,936			2,553,936
Freedom ball fields	516,963			516,963
Freedom ball fields lighting	225,128			225,128
Freedom ball fields land grading	305,852			305,852
Freedom ball fields turfs & landscaping	518,363			518,363
Freedom ball fields land improvements	452,855			452,855
Land Improvements	7,912,393	174,175		8,086,568
Assessment assets	128,560			128,560
Buildings, structures and improvements	8,017,573			8,017,573
Furniture, fixtures and office equipment	342,062	15,083		357,145
Machinery and heavy equipment	445,738			445,738
Playground equipment	830,972	189,888		1,020,860
Vehicles	385,334	23,597	(16,981)	391,950
Total depreciable capital assets	<u>34,089,654</u>	<u>402,743</u>	<u>(16,981)</u>	<u>34,475,416</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 4 – CAPITAL ASSETS (continued)

Accumulated depreciation:

PV Fields-Buildings	633,343	98,703		732,046
PV Fields-Land grading	132,804	20,697		153,501
PV Fields-Land improvements	722,330	112,571		834,901
PV Fields-Lighting	373,694	58,238		431,932
PV Fields-Other assets	38,797	332		39,129
PV Fields-Playground equipment	36,864	5,745		42,609
PV Fields-Turf and landscaping	1,638,777	255,394		1,894,171
Freedom ball fields	90,468	25,848		116,316
Freedom ball fields lighting	39,396	11,256		50,652
Freedom ball fields land grading	53,525	15,293		68,818
Freedom ball fields turfs & landscaping	90,713	25,918		116,631
Freedom ball fields land improvements	79,250	22,634		101,884
Land Improvements	7,036,697	119,230		7,155,927
Assessment assets	110,512	7,416		117,928
Buildings, structures and improvements	5,017,216	239,025		5,256,241
Furniture, fixtures and office equipment	265,921	18,431		284,352
Machinery and heavy equipment	404,306	9,501		413,807
Playground equipment	443,559	44,139		487,698
Vehicles	665,109	6,761	(16,981)	354,889
Total accumulated depreciation	<u>17,573,281</u>	<u>1,097,132</u>	<u>(16,981)</u>	<u>18,653,432</u>
Total depreciable capital assets, net	<u>\$ 16,516,373</u>	<u>\$ (694,389)</u>	<u>\$ -</u>	<u>\$ 15,821,984</u>
Total capital assets, net	<u>\$ 39,248,626</u>	<u>\$ (694,389)</u>	<u>\$ -</u>	<u>\$ 38,554,237</u>

Depreciation expense for the fiscal year ended June 30, 2017, was \$1,097,132.

NOTE 5 – PENSION RELATED DEBT – CALPERS SIDE-FUND

As of June 30, 2003, CalPERS implemented risk-pooling for the District's agent multiple-employer public employee defined benefit pension plan. As a result, the District's defined benefit pension plan with CalPERS converted from an agent multiple-employer plan to a cost sharing multiple-employer plan. This change in the type of the plan created the CalPERS Side-Fund, which CalPERS financed at a 7.75% interest rate. CalPERS actuarially calculated the amount needed to bring the District into the cost sharing multiple-employer plan on an equal basis with other governmental agencies who had less than 100 active and retired employees combined. The reason that CalPERS switched these governmental agencies into the cost sharing multiple-employer plan was to smooth the annual costs related to the pension benefit over a longer period of time resulting in a lower cost of service to the governmental agencies.

A portion of the District's annual required contributions to CalPERS are actuarially determined and shared by all governmental agencies within the cost sharing risk pool. Also, the District is required to make annual payments to pay-down the CalPERS Side-Fund, as well. The responsibility for paying-down the District's CalPERS Side-Fund is specific to the District and is not shared by all governmental agencies within the cost sharing risk pool. Therefore, the Side Fund falls under the definition of pension related debt, as described in GASB Statement No. 27 and recorded as liability on the District's financial statements.

On August 31, 2012, the District refinanced the pension-related debt (CalPERS side-fund liability) of \$1,881,661 to lower the interest rate to 4.450% which resulted in an economic gain of \$692,862 from the interest expense savings on the pension-related debt. The cost of debt issuance was \$48,443. Principal and interest are payable semi-annually on August 31 and February 28 each fiscal year as follows on the next page:

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 5 – PENSION RELATED DEBT – CALPERS SIDE-FUND (continued)

Fiscal Year Ending June 30,	Principal	Interest	Total
2018	\$ 186,000	\$ 52,043	\$ 238,043
2019	200,000	43,610	243,610
2020	216,000	34,532	250,532
2021	232,000	24,742	256,742
2022	250,000	14,218	264,218
Thereafter	130,000	2,893	132,893
Total	<u>\$ 1,214,000</u>	<u>\$ 172,038</u>	<u>\$ 1,253,145</u>

NOTE 6 – CERTIFICATES OF PARTICIPATION – SERIES 2017

On April 11, 2017, the District issued \$13,010,000 of refunding Certificates-of-Participation, with interest rates ranging from 2% to 5%. The proceeds were used to refund the 2009 certificates of \$12,130,000. The District had an accounting loss on the bond funding of \$880,000 which is being amortized over the life of the 2009 issuance. The District realized an economic gain of \$644,446 on the refunding. The balance of the defeased debt was \$0 as of June 30, 2017.

The certificates mature November 1, 2045, as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2018	\$ 145,000	\$ 275,399	\$ 420,399
2019	265,000	492,817	757,817
2020	275,000	484,869	759,869
2021	290,000	471,119	761,119
2022	300,000	459,519	759,519
2023-2027	1,685,000	2,108,344	3,793,344
2028-2032	2,015,000	1,787,944	3,802,944
2033-2037	2,390,000	1,413,563	3,803,563
2038-2042	2,890,000	906,800	3,796,800
2043-2046	2,755,000	280,800	3,035,800
Total	<u>\$ 13,010,000</u>	<u>\$ 8,681,174</u>	<u>\$ 21,691,174</u>

NOTE 7 – LEASE PAYABLE

On July 1, 2015, the District entered into a lease agreement with the Government Capital Corporation in order to purchase Springbook software. The lease carries an interest rate of 4.644% with four yearly payments of \$17,674.65. Future minimum lease payments are as follows:

Fiscal Year Ending June 30,	Amount
2018	\$ 17,675
2019	17,674
Total minimum lease payments	35,349
Less amount representing interest	(2,318)
Present value on net minimum lease payments	<u>\$ 33,031</u>

NOTE 8 – POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS

Plan Description

The District pays a portion of the cost of health insurance for retirees under any group plan offered by CalPERS, subject to certain restrictions as determined by the District. The District offers post-employment medical benefits to retired employees who satisfy the eligibility rules (5-years of service). Dependents are also eligible to receive benefits. Retirees may enroll in any plan available through the District's CalPERS medical program. The contribution requirements of Plan members and the District are established and may be amended by the Board of Directors. The District will reimburse the retiree for retiree and/or retiree's dependent health insurance premiums (medical) up to a maximum of \$128 per month. At June 30, 2017, there were twenty-seven eligible employees, with six retirees currently receiving benefits.

Funding Policy

The District accounts for this benefit on a pay-as-you-go basis. Postemployment expenditures are made from the General Fund, which is maintained on the modified accrual basis of accounting. For the fiscal year ended June 30, 2017, the District paid \$15,157 in contributions.

Annual OPEB Cost and Net OPEB Obligation

The annual required contribution (ARC) represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

The following table shows the components of the District's annual OPEB cost for the current fiscal year, the amount actually contributed to the Plan, and changes in the District's net OPEB obligation for the postemployment healthcare benefits:

Annual required contribution	\$ 40,410
Interest on net OPEB obligation	5,165
Adjustment to annual required contribution	<u>(5,851)</u>
Annual OPEB cost (expense)	39,724
Contributions made	<u>(15,157)</u>
Increase (decrease in net OPEB obligation)	24,567
Net OPEB obligation, beginning of fiscal year	<u>128,574</u>
Net OPEB obligation, end of fiscal year	<u>\$ 153,141</u>

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for 2017, were as follows:

For Fiscal Year Ended June 30	Annual OPEB Cost	% of Annual OPEB Cost Contributed	Net OPEB Obligation
2015	\$ 35,353	33.90%	\$ 104,282
2016	\$ 37,506	35.23%	\$ 128,574
2017	\$ 39,724	38.16%	\$ 153,141

Funded Status and Funding Progress

As of July 1, 2014, the actuarial accrued liability for benefits was \$512,376, all of which was unfunded. The covered payroll (annual payroll of active employees covered by the Plan) was \$1,994,641, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 25.7 percent.

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents information about the actuarial value of the Plan's assets and the actuarial accrued liabilities for benefits.

NOTE 8 – POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS (continued)

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the Plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members at that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value assets, consistent with the long-term perspective of the calculations.

Based on the historical and expected returns of the District’s short-term investment portfolio, a discount rate of 4.0 percent was used. In addition, the entry age normal cost method was used. The amortization period is 30 years, level percent of payroll.

NOTE 9 – PENSION PLAN

A. General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the District’s Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit plans administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for nonduty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Plans’ provisions and benefits in effect at June 30, 2017, are summarized as follows:

	Miscellaneous		
	Prior to March 12, 2011	March 12, 2011 through December 31, 2012	On or after January 1, 2013
Hire Date			
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50	50-65	52-67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.0% to 2.5%	1.0% to 2.5%
Required employee contribution rates	8%	7%	6.250%
Required employer contribution rates	9.498% + \$200,862	7.159% + \$800	6.555% + \$186

Contributions

Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan is determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the

PLEASANT VALLEY RECREATION AND PARK DISTRICT
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 June 30, 2017

NOTE 9 – PENSION PLAN (continued)

A. General Information about the Pension Plans (continued)

Contributions (continued)

actuarially determined rate and the contribution rate of employees. Contributions to the pension plan from the District were \$364,537 for the fiscal year ended June 30, 2017.

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

At June 30, 2017, the District reported a liability of \$4,701,684 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2015 rolled forward to June 30, 2016 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all Pension Plan participants, actuarially determined. At June 30, 2016, the District's proportion was 0.05434% and at June 30, 2016 the District's proportion was 0.05316%, an increase of 0.00117%.

For the fiscal year ended June 30, 2017, the District recognized pension expense of \$831,796. Pension expense represents the change in the net pension liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions or method, and plan benefits. At June 30, 2017, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 9,624	\$ -
Changes in assumptions		118,114
Net difference between projected and actual earnings on retirement plan investments	614,745	
Changes in proportion and differences between District contributions and proportionate share of contributions	60,323	84,822
Adjustment due to differences in proportion	230,077	
District contributions subsequent to the measurement date	364,537	
	<u>\$ 1,279,306</u>	<u>\$ 202,936</u>

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to net pension liability to be recognized in future periods in a systematic and rational manner. \$364,537 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2018.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the pension expense as follows:

Fiscal Year Ending June 30,	Amount
2018	\$ 132,763
2019	126,339
2020	293,504
2021	159,226
	<u>\$ 711,832</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 9 – PENSION PLAN (continued)

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Actuarial Assumptions

The total pension liability in the June 30, 2016 actuarial valuation was determined using the following actuarial assumptions:

	Miscellaneous
Valuation Date	June 30, 2015
Measurement Date	June 30, 2016
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.65%
Inflation	2.75%
Payroll Growth	3%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.50%
Mortality	Derived using CalPERS' Membership Data for all Funds (1)
Post Retirement Benefit Increase	2% until PPPA floor on purchasing power applies thereafter 2.75%

(1) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the 2014 experience study report.

Discount Rate

The discount rate used to measure the total pension liability was 7.65 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for public agency plans (including PERF C), CalPERS stress tested plans that would be most likely resulted in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing of the plans, the tests revealed the assets would not run out. Therefore, the current 7.65 percent discount rate is appropriate and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 7.65 percent is applied to all plans in the Public Employees Retirement Fund, including PERF C. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB No. 67 and No. 68 calculations through at least the 2017-18 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as they have changed their methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits were calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 9 – PENSION PLAN (continued)

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Discount Rate (continued)

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1-10(a)	Real Return Years 11+(b)
Global Equity	51.0%	5.25%	5.71%
Global Fixed Income	20.0%	0.99%	2.43%
Inflation Sensitive	6.0%	0.45%	3.36%
Private Equity	10.0%	6.83%	6.95%
Real Estate	10.0%	4.50%	5.13%
Infrastructure and Forestland	2.0%	4.50%	5.09%
Liquidity	1.0%	-0.55%	-1.05%
Total	100%		

(a) An expected inflation of 2.5% was used for this period.

(b) An expected inflation of 3.0% was used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in Discount Rate

The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 7.65 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.65 percent) or 1- percentage point higher (8.65 percent) than the current rate:

	1% Decrease 6.65%	Discount Rate 7.65%	1% Increase 8.65%
District's proportionate share of the net pension plan liability	\$ 7,011,207	\$ 4,701,684	\$ 2,792,978

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

C. Payable to Pension Plan

At June 30, 2017, the District had no amount outstanding for contributions to the pension plan required for the fiscal year ended June 30, 2017.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 10 – LONG-TERM DEBT

The following is a summary of long-term liability for the fiscal year ended June 30, 2017:

	Balance July 1, 2016	Increases	Decreases	Balance June 30, 2017	Due within One year
Compensated absences	\$ 419,499	\$ 311,130	\$ (349,552)	\$ 381,077	\$ 95,269
Notes payable - pension related debt	1,385,000		(171,000)	1,214,000	186,000
2009 Certificates of participation	12,280,000		(12,280,000)		
2017 Certificates of participation		13,010,000		13,010,000	145,000
Certificates of participation premium		77,060	(476)	76,584	2,854
Capital lease payable - software	48,455		(15,424)	33,031	16,141
Other post employment benefits	128,574	39,724	(15,157)	153,141	
Net pension liability	3,550,158	1,508,019	(356,493)	4,701,684	
Total	\$ 17,811,686	\$ 14,945,933	\$ (13,188,102)	\$ 19,569,517	\$ 445,264

NOTE 11 – DEFERRED COMPENSATION SAVINGS PLAN – FULL-TIME EMPLOYEES

For the benefit of its employees, the District participates in two 457 Deferred Compensation Programs (Programs). The purpose of these Programs is to provide deferred compensation for public employees that elect to participate in the Programs. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death or unforeseeable emergency.

Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the District is in compliance with this legislation. Therefore, these assets are not the legal property of the District, and are not subject to claims of the District's general creditors. Market value of the plan assets held in trust by ICMA Retirement Corporation and MetLife at June 30, 2017 was \$774,071 and \$74,658, respectively.

The District has implemented GASB Statement No. 32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. Since the District has little administrative involvement and does not perform the investing function for this plan, the assets and related liabilities are not shown on the statement of net position.

NOTE 12 – DEFERRED COMPENSATION SAVINGS PLAN – PART-TIME EMPLOYEES

Part-time employees are covered by a deferred compensation plan in accordance with Internal Revenue Code Section 457 (Plan). The Plan is a non-elective deferred compensation arrangement for the benefit of employees who are not covered by another retirement system maintained by the District. Under the Plan, an eligible Participant accrues a monthly benefit that is equal to one-twelfth (1/12) of an amount equal to 2% of the Participant's average annual compensation times years of service up to 30 years. Distributions from the Plan are made only when the Participant has separated from service and the Participant's accrued benefits are non-forfeitable.

With certain limitations, a Participant may elect the time and manner by which his or her deferred amounts will be distributed. The election must be made prior to the date any such amounts become payable to the Participant. If the Participant fails to make a timely election concerning distribution of the deferred amounts, the amounts shall be in a lump sum distribution as prescribed by the Plan. The manner and time of benefit payout must meet the distribution requirements of the Internal Revenue Code Section 401(a) and 457(d)(2).

The Plan provides that all amounts deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, or rights will remain (until made available to the participant) solely the property and rights of the District, subject only to claims of such District's general creditors. The rights of any Participant or beneficiary to payments pursuant to the Plan are non-assignable, and his interest in benefits under the Plan is not subject to attachment, garnishment or other legal process. Currently, one retired employee is receiving monthly benefit check from this Plan and three retired employees are receiving an annual benefit.

In 2011, the assets of the Plan were transferred to the Part-Time Employees Retirement Trust Fund, with the District remaining the trustee of the Plan, and held as a fiduciary fund of the District in the accompanying financial statements.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2017

NOTE 13 – DEFERRED OUTFLOWS OF RESOURCES-REFUNDING OF DEBT

At June 30, 2017, deferred outflows of resources, reported in the statement of net position relating to the defeasance of the 2009 general obligation bonds, consisted of the following:

	<u>Governmental Activities</u>
Deferred charge of refunding	<u>\$ 655,918</u>

NOTE 14 – RISK MANAGEMENT

The District is a member of the Park and Recreation District Employee Compensation with the California Association for Park and Recreation Insurance (CAPRI).

A. Description of CAPRI

CAPRI is comprised of 63 members and is organized under a Joint Exercise Powers Agreement pursuant to the California Government Code. The purpose of the CAPRI is to arrange and administer programs of insurance, risk management, and loss prevention for the pooling of self-insured losses and to purchase excess insurance coverage.

CAPRI is governed by a separate board of directors, which is comprised of seven directors elected from the member districts. The board controls the operations of CAPRI, including selection of management and approval of operating budgets.

B. Self-Insurance Programs of CAPRI

General and auto liability, public officials and employees' liability programs have total risk financing insurance limits of \$1,000,000 with various deductibles of \$2,000 to \$20,000 per occurrence. Excess insurance has been purchased by the District above the self-insurance limits. In addition to the above, the District also has the following insurance coverage:

- All-Risks property loss coverage including boiler and machinery coverage, is subject to a \$2,000 deductible per occurrence payable by the District.
- Flood and earthquake coverage with an annual aggregate limit of \$5,000,000 per occurrence for earthquakes and \$10,000,000 for flood for all member districts. The deductible for all loss or damage arising from the risks of flood is \$20,000 and/or earthquake is \$50,000 per occurrence or 5% of the value of the building, contents and/or structure, whichever is greater.
- Workers' compensation insurance up \$350,000 limits.

Settled claims have not exceeded any of the coverage amounts in any of the last three fiscal years and there were no reductions in the District's insurance coverage during the years ending June 30, 2017, 2016 and 2015. Liabilities are recorded when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated net of the respective insurance coverage. Liabilities include an amount for claims that have been incurred but not reported (IBNR). There were no IBNR claims payable as of June 30, 2017, 2016, and 2015.

NOTE 15 – CONTINGENCIES

Litigation

In the ordinary course of operations, the District is subject to other claims and litigation from outside parties. After consultation with legal counsel, the District believes the ultimate outcome of such matters will not materially affect its financial condition.

NOTE 16 – DEFICIT FUND BALANCE

The Assessment District fund ended the 2016/17 fiscal year with a deficit fund balance of \$50,931. This occurred due to the transferring of expenditures into the assessment district fund.

REQUIRED SUPPLEMENTARY INFORMATION

DRAFT

PLEASANT VALLEY RECREATION AND PARK DISTRICT
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2017

	General Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Property taxes	\$ 5,711,223	\$ 5,825,276	\$ 6,159,125	\$ 333,849
Charges for services:				
Special assessments			3,148,562	3,148,562
Registration and other fees	678,574	685,028	712,478	27,450
Facility and other rental fees	361,150	336,700	533,682	196,982
Operating grants and contributions	92,350	79,220	96,365	17,145
Capital grants and contributions			28,183	28,183
Investment earnings	5,573	17,364	49,395	32,031
Other revenues	133,810	129,418	240,729	111,311
Total revenues	<u>6,982,680</u>	<u>7,073,006</u>	<u>10,968,519</u>	<u>3,895,513</u>
Expenditures				
Salaries and benefits	3,964,101	4,199,360	3,402,037	797,323
Materials and services	2,730,616	2,863,941	3,060,141	(196,200)
Capital outlay	484,000	547,990	402,743	145,247
Debt service:				
Principal			186,424	186,424
Interest			62,058	62,058
Total expenditures	<u>7,178,717</u>	<u>7,611,291</u>	<u>7,113,403</u>	<u>994,852</u>
Excess of revenues over (under) expenditures	<u>(196,037)</u>	<u>(538,285)</u>	<u>3,855,116</u>	<u>4,890,365</u>
Other Financing Sources (Uses)				
Transfers in			385,251	385,251
Proceeds from sale of Certificates of participation			13,087,060	13,087,060
Payment to escrow account			(12,805,786)	(12,805,786)
Total other financing sources and uses			<u>666,525</u>	<u>666,525</u>
Net change in fund balance	(196,037)	(538,285)	4,521,641	5,556,890
Fund balance - beginning of fiscal year	6,222,484	6,222,484	6,222,484	
Fund balance - end of fiscal year	<u>\$ 6,026,447</u>	<u>\$ 5,684,199</u>	<u>\$ 10,744,125</u>	<u>\$ 5,556,890</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 For Fiscal Year Ended June 30, 2017

	Assessment District Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Charges for services:				
Special assessments	\$ 1,336,338	\$ 1,425,208	\$ 1,061,719	\$ (363,489)
Investment earnings	1,238	1,536	276	(1,260)
Total revenues	<u>1,337,576</u>	<u>1,426,744</u>	<u>1,061,995</u>	<u>(364,749)</u>
Expenditures				
Salaries and benefits	133,587	136,423	134,478	1,945
Materials and services	1,169,723	1,185,550	418,363	767,187
Debt service:				
Principal			150,000	(150,000)
Interest			601,866	(601,866)
Total expenditures	<u>1,303,310</u>	<u>1,321,973</u>	<u>1,304,707</u>	<u>17,266</u>
Excess of revenues over (under) expenditures	<u>34,266</u>	<u>104,771</u>	<u>(242,712)</u>	<u>(347,483)</u>
Other Financing Sources (Uses)				
Transfers out			(385,251)	(385,251)
Total other financing sources and uses			<u>(385,251)</u>	<u>(385,251)</u>
Net change in fund balance	<u>34,266</u>	<u>104,771</u>	<u>(627,963)</u>	<u>(732,734)</u>
Fund balance - beginning of fiscal year	<u>577,032</u>	<u>577,032</u>	<u>577,032</u>	
Fund balance - end of fiscal year	<u>\$ 611,298</u>	<u>\$ 681,803</u>	<u>\$ (50,931)</u>	<u>\$ (732,734)</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 SCHEDULE OF FUNDING PROGRESS FOR POSTEMPLOYMENT BENEFITS
 OTHER THAN PENSIONS
 FOR THE FISCAL YEAR ENDED JUNE 30, 2017

The following table provides required supplementary information regarding the District's postemployment healthcare benefits.

SCHEDULE OF FUNDING PROGRESS

Valuation Date	Actuarial Asset Value	Actuarial Accrued Liability (AAL)	Unfunded Liability (Excess Assets)	Funded Ratio	Annual Covered Payroll	UAAL as a % of Covered Payroll
7/1/2012	\$ -	\$ 404,568	\$ 404,568	0.0%	\$ 2,512,874	16.1%
7/1/2013	\$ -	\$ 432,444	\$ 432,444	0.0%	\$ 2,074,478	20.8%
7/1/2014	\$ -	\$ 512,376	\$ 512,376	0.0%	\$ 1,994,641	25.7%

DRAFT

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
 Last 10 Years*
 As of June 30, 2017

The following table provides required supplementary information regarding the District's Pension Plan.

	2017	2016	2015
Proportion of the net pension liability	0.05434%	0.05172%	0.04365%
Proportionate share of the net pension liability	\$ 4,701,684	\$ 3,550,158	\$ 2,715,962
Covered- employee payroll	\$ 2,100,839	\$ 2,058,236	\$ 2,127,640
Proportionate share of the net pension liability as percentage of covered-employee payroll	223.80%	172.49%	127.65%
Plan's total pension liability	\$ 33,358,627,624	\$ 31,771,217,402	\$ 30,829,966,631
Plan's fiduciary net position	\$ 24,705,532,291	\$ 24,907,305,871	\$ 24,607,502,515
Plan fiduciary net position as a percentage of the total pension liability	74.06%	78.40%	79.82%

Notes to Schedule:

Changes in assumptions - In 2015, amounts reported as changes in assumptions resulted primarily from adjustments to expected retirement ages of general employees.

*- Fiscal year 2015 was the 1st year of implementation, therefore only three years are shown.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 SCHEDULE OF CONTRIBUTIONS
 Last 10 Years*
 As of June 30, 2017

The following table provides required supplementary information regarding the District's Pension Plan.

	2017	2016	2015
Contractually required contribution (actuarially determined)	\$ 364,537	\$ 347,493	\$ 273,584
Contribution in relation to the actuarially determined contributions	(364,537)	(347,493)	(273,584)
Contribution deficiency (excess)	\$ -	\$ -	\$ -
Covered- employee payroll	\$ 2,333,876	\$ 2,100,839	\$ 2,058,236
Contributions as a percentage of covered-employee payroll	15.62%	16.54%	13.29%

Notes to Schedule

Valuation Date:	6/30/2014
Methods and assumptions used to determine contribution rates:	
Discount Rate	7.50%
Inflation	2.75%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.5% Net of Pension Plan Investment and Administrative Expenses; includes Inflation
Mortality Rate Table (1)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter

(1) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the 2014 experience study report.

Valuation Date:	6/30/2015
Discount Rate	7.65%

*- Fiscal year 2015 was the 1st year of implementation, therefore only three years are shown.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: March 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF MANAGED
INFORMATION TECHNOLOGY SERVICES REQUEST
FOR PROPOSAL**

RECOMMENDATION

It is recommended that the Board of Directors approve the Request for Proposals (RFP) for managed Information Technology (IT) Services.

BACKGROUND

In August of 2014 the District entered into a service agreement with ACT USA to provide Information Technology Services. This agreement was to provide PC management and repair services that consisted of both remote and on-site support as required to perform normal maintenance and troubleshooting. The agreement was limited to normal, standard management and maintenance services, during normal business hours, and does not include new system installation or hardware.

In 2017, the District embarked on a major upgrade of office infrastructure and IT equipment. However, while the IT hardware was upgraded, the District's contract agreement with ACT USA was not updated to meet the updated District requirements. This RFP seeks to solicit responses from which the District can either establish a contract with a new vendor or update its contract with the existing vendor. Additionally, this RFP seeks to clarify District needs and potential future expenses through consultation with private sector professionals.

ANALYSIS

Modern office IT maintenance requirements lay outside of most typical administrative employees' skillsets, necessitating dedicated staff for troubleshooting, maintenance, and equipment management. Government agencies have generally responded to this fact of operating in two ways; developing in house IT staff or retaining private contractors to manage their IT needs. For agencies the size of PVRPD, it is often more cost efficient to contract these services with outside entities. When the District upgraded its office infrastructure in 2017, it was determined that the current IT contract was insufficient for District purposes in that its language was far too generic and did not adequately protect the District from possible abuse by the Contractor.

In order to address the current contract deficiency, the RFP includes seven different tasks to develop a comprehensive managed IT services contract as well as project the cost of needs that will enable future planning efforts. The six different tasks staff identified to accomplish this goal include:

1. Perform an IT Environment Evaluation
2. Determine Current and Future District IT Infrastructure and Service Needs
3. Identify Appropriate Cloud Backup Services for District Data
4. Evaluate Minimum District IT Service Requirements
5. (OPTIONAL) Identify User Training Opportunities
6. (OPTIONAL) Provide Software Recommendations for Increasing Staff Productivity and Security

The RFP includes optional items as they are not determined necessary to achieving the base goal of a functioning and secure District IT ecosystem.

The RFP will open on March 14, 2018 and close on April 4, 2018 at 2:00pm.

FISCAL IMPACT

There is no fiscal impact associated with this action, however, upon selection of a vendor the District will be obligated to remit payment monthly in accordance with their contract. There may be additional costs incurred depending upon recommendations regarding staff training, new hardware, and new software. The 2017-2018 proposed budget has allotted \$36,282 for IT Services and Maintenance.

RECOMMENDATION

It is recommended that the Board of Directors approve the Request for Proposals (RFP) for managed IT services required to improve the quality of the District's contract agreement in this area as well as improve District staff efficiency and security.

ATTACHMENTS

- 1) RFP (11 pages)

REQUEST FOR PROPOSAL

MANAGED IT SERVICES



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

RFP responses to be received until 2:00pm April 4, 2018

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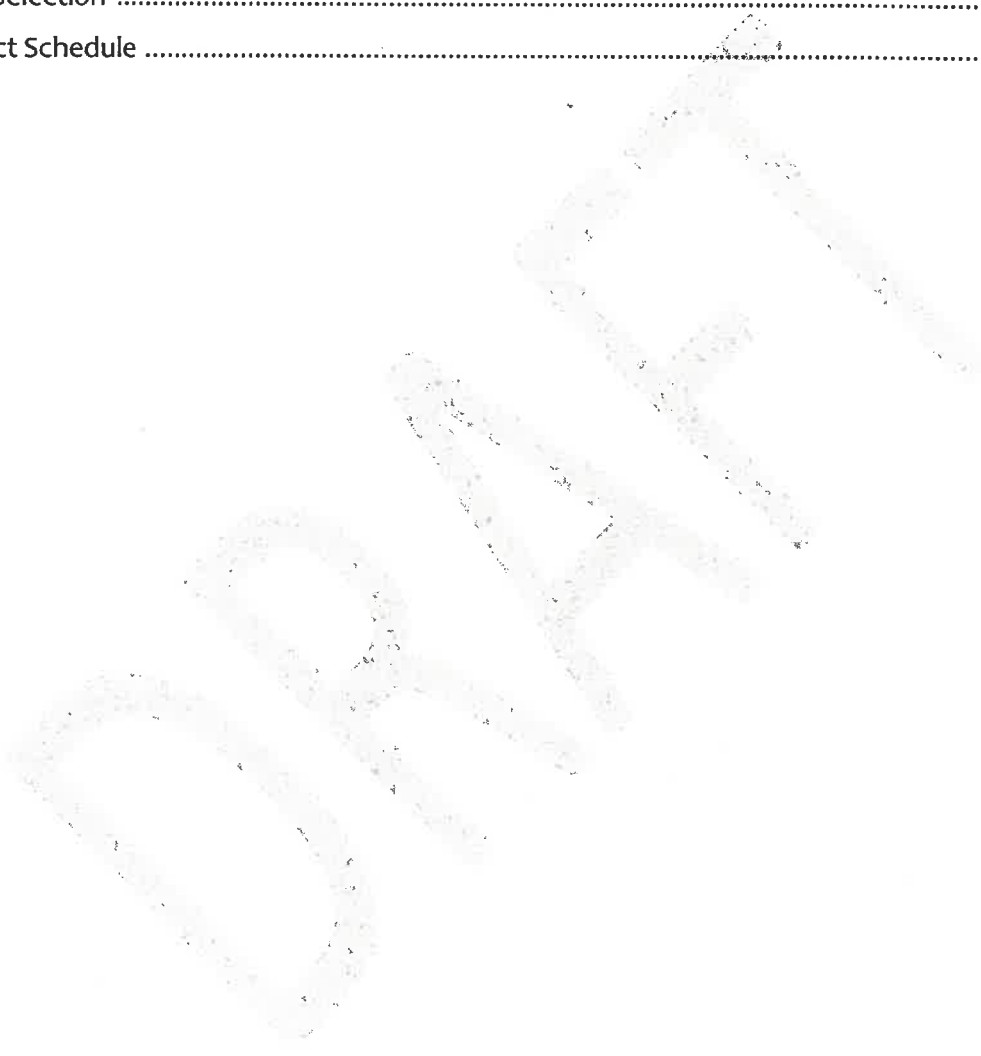
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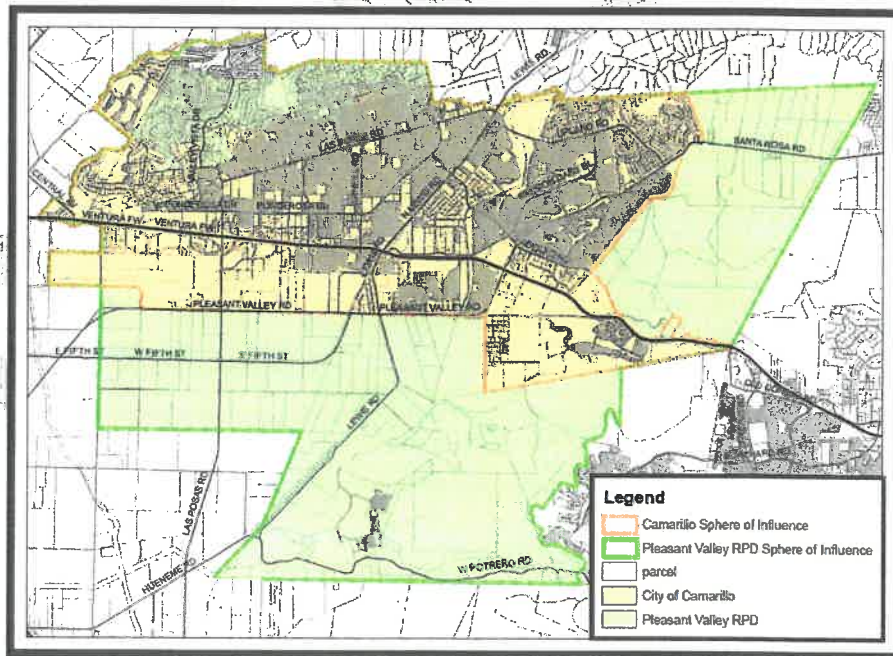
The Pleasant Valley Recreation and Park District is issuing this Request for Proposals (RFP) and seeks to retain the services of a firm to carry out a comprehensive Information Technology (IT) Services and provide subsequent managed IT services. This effort will require close coordination with the District.

Introduction

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 55 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbecue areas.

The City was incorporated in 1964 and owns two small parks that it operates independently of the District.

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



Project Background

This section will cover the following:

1. Physical Network Layout
2. Logical Network Layout
3. IT Enterprise Infrastructure, Hardware & Software Standards
4. Enterprise Applications
5. Current IT Services
6. Phone Support Environment

1. Physical Network Layout

The District’s network consists of four sites: The Community Center Admin Office, Senior Center, Parks Maintenance Office, and Aquatics Center. The core network infrastructure is housed at the Community Center. At each site, all workstations connect to the network over Ethernet. Public wi-fi is available at the Community Center and Senior Center and does not include access to the District’s internal network. An additional server is maintained at the Community Center providing storage for the District’s bookkeeping and accounting software. There are twenty-eight individual workstations.

2. Logical Network Layout

The District’s network has a traditional star topology with workstations at the Park Maintenance Office, Community Center, Senior Center, and Aquatics Center directly linked to a central server located at the Community Center.

3. IT Enterprise Infrastructure, Hardware & Software Standards

The District has identified the following IT standards for upgrades or new projects:

INFRASTRUCTURE	
Component	Standard/Version
SERVER	
Operating System	Microsoft Windows Server
PHONE	
VoIP, Voicemail	Yealink

SECURITY / RECOVERY	
Component	Standard/Version
CLOUD / HOSTED PLATFORM	
Data Transfer	Secure FTP & HTTPS
Security Standards	TLS

APPLICATIONS	
Component	Standard/Version
GEOGRAPHICAL INFORMATION SYSTEMS - GIS	
Software	Google Earth

DESKTOP / MOBILE	
Component	Standard/Version
DESKTOP / LAPTOP COMPUTER	
Hardware	16 GB RAM minimum, Intel i7 CPU minimum
Operating System	Microsoft Windows 10 Professional
TABLET COMPUTER	
Operating System	Microsoft Windows, Android
OFFICE APPS / MESSAGING	
Email	Microsoft Exchange Online
Productivity	Office 365
MANAGED COPIER/PRINTER/SCANNER	
Multi-Function	Konica-Minolta
Laser Printers	Konica-Minolta

4. Enterprise Applications

In addition to the standard Office Suite, District departments utilize the following enterprise applications:

Vendor	Product	System Purpose	Categories, Layers, or Modules
Active Network	Active Net	Recreation Software	Online Registration, Online Payments, Track Class Registration
Microsoft	Exchange Online	Email System	Enterprise Electronic Mail
Microsoft	Office 365	Office Productivity Suite	The fully installed applications include: Word, Excel, PowerPoint, OneNote, AND Outlook
Springbrook	Springbrook Software v7	Financial System Human Resources	AP/AR, GL, Payroll, Purchasing, Fixed Assets Cash Receipts, Bank Reconciliation, Financial Reporting, Budgeting, Time Keeping (electronic), Job/Pay Classification, Personnel Maintenance Benefits, Administration Position Control
Granicus	CivicaCMS	District Website	Content management for web posting/calendars/documents, Web applications

5. Current IT Services

The District contracts all major IT services out to one contractor except for one copier and two office printers, which are managed through Konica-Minolta. Of utmost importance among those services are the District's server backup, network maintenance, and workstation maintenance.

6. Phone Support Environment

Currently, the District does not have a formal help desk setup. IT calls are first routed through an internal staff member with IT familiarity and then elevated when necessary to the District's current IT services provider. Currently the District budgets for one call per month per employee.

Project Goal

The intent in soliciting proposals is to accurately enumerate the District's managed IT services, obtain cost savings and to allow for a competitive process while maintaining an acceptable level of quality and expertise for these critical IT service functions within the District.

In order to attain this purpose, the contractor will generally need to, at minimum; evaluate the suitability of the current hardware and software ecosystem for the District; identify any areas of obvious need; determine the approximate time and cost required to manage the District's current IT services; provide reasonable estimates of the cost of implementing the optional items within the project scope; provide a limited number of case studies from similar efforts with an emphasis on financing the construction.

Project Scope

A key objective in this project is to maintain the current level of IT services while examining areas for improvement and identifying opportunities for cost savings. Thus, this request will include many optional proposal opportunities. The following tasks provide a means for completing this objective.

1. Perform an IT Environment Evaluation

- I. District hardware asset inventory and analysis
- II. District software asset inventory and analysis

Task Deliverables: A complete inventory and level of service analysis of current IT environment.

2. Determine Current and Future District IT Infrastructure and Service Needs:

- I. Perform an IT environment evaluation
- II. Review and evaluate industry standards and trends

Task Deliverables: The consultant shall prepare summary reports and supporting data for all activities.

3. Identify Appropriate Cloud Backup Services for District Data

- I. Review comparable government agency solutions
- II. Verify data center geographic location

Task Deliverables: Develop a list, including prices, comparing services offered by at least three different cloud backup service providers.

4. Evaluate Minimum District IT Service Requirements

- I. Phone coverage for the District's phone support needs from the hours of 8 am to 5 pm PST, Monday to Friday
- II. PC or other computing device deployment, administration and support; technical support of moves, adds and changes; application troubleshooting and support of office productivity tools such as Microsoft Word, PowerPoint, Excel, Adobe Acrobat and other common District-wide applications
- III. VPN Configuration between all locations and Road Warrior configuration
- IV. Firewall and router maintenance at three office locations
- V. Main file server, remote file server, accounting server, and legacy server maintenance and support
- VI. Public wireless access maintenance
- VII. Layer two switching equipment maintenance and support
- VIII. Annual software account maintenance

Task Deliverables: Develop a summary report that breaks down the staffing needs and costs required to perform these basic services.

5. (OPTIONAL) Identify User Training Opportunities

- I. Provide a list of group training programs suitable for the District's size and employee skill level with a focus on common District tools, particularly Office 365 apps the District currently may be underutilizing

Task Deliverables: Develop an electronic class list of available training opportunities with the ability to be sorted by skill level, time offered, and relevant application. Additionally, provide a calendarized copy of the list.

6. (OPTIONAL) Provide Software Recommendations for Increasing Staff Productivity and Security

- I. Computerized maintenance management system (CMMS) customizable to District requirements
- II. Online job applications
- III. Record management
- IV. License and agreement tracking
- V. IT documentation/inventory management

Task Deliverables: Develop a comprehensive report including a la carte cost estimates, examples of systems in use by other recreation agencies/districts and include justifications for software recommendations.

District staff intend to work closely with the selected consultant throughout this process to refine the scope of work as is appropriate to complete the objectives of the assessment.

Submission Requirements

1. Questions: Inquiries concerning the RFP should be addressed on or before **2pm March 21 to:**

Anthony Miller, Administrative Analyst at amiller@pvrpd.org

Proposal Submission: This Request for Proposals (RFP) cannot identify each specific task required to successfully implement this project. The District relies on the experience, professionalism and competence of the proposing firm to be knowledgeable of the general areas identified in the project description and of professional expectations for this sort of work. This includes but is not limited to required tasks and subtasks, personnel commitments, work hours, direct and indirect costs, etc. to complete the tasks and subtasks.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the consultant's lack of cost consciousness. Elaborate art work, expensive paper, and expensive visual and other presentations are neither necessary nor desired.

2. Four (4) copies of the proposal, plus an electronic version must be submitted containing the following elements:
 - o Cover letter
 - o Previous project history, including the firm's specific role in the project. Include key personnel that worked on each project listed for the firm. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
 - o A brief narrative which indicates the management structure of the firm, tenure of management, and ownership of the firm.

- The resumes of professional personnel who will be working on this project and their specific responsibilities. The firm's project manager, who will be responsible for planning, coordinating and conducting the majority of the work, must be identified and committed to the project. The District must approve changes to key personnel committed to work on the project subsequent to award of contract.
- A narrative briefly describing the proposed approach, using general descriptions for the activities and how this approach will ensure timely completion of the project. Also, supply a work flow diagram with performance milestones and relative time frames for completion.
- A summary and description of the methodologies that will be utilized to accomplish the overall goal of this project.
- A client reference list from previous projects of similar scope and magnitude. List should include key personnel, contact information and their position within the agency.
- A hyperlink or hardcopy of similar projects completed by the firm.
- An itemized cost proposal for each task and subtask with a schedule of the firm's hourly rate. This must be included in a separate sealed envelope.
- A disclosure of all personal, professional or financial relationships with any officer or employee of the District.

Failure to comply with the terms of this provision may disqualify any proposal. Late submissions after the deadline will not be accepted. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

Firm Selection

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract. The District will evaluate all proposals and may elect to set up interviews to help identify the most qualified firm. The proposals will be evaluated on a variety of factors including but not limited to:

Past Performance Record

Experience in work of similar complexity and scale. Efficiency and timeliness in completion of projects. Experience in projects completed for public entities.

Staffing Capabilities / Technical Competence

Familiarity with applicable codes and regulations. Training and proven expertise in the area of work required.

Approach to Work

Methodology to be implemented to address and coordinate the various elements within the project.

Quality Control

Demonstrated ability to provide professional level deliverables, accurate and qualified research and narrative writing style that meets professional and District standards.

Ease of Use

Final report shall contain enough technical detail to satisfy District staff, but also contain summaries and figures that will easily communicate its message to elected officials and the public.

Creativity

The District recognizes the complexity of this project and encourages the creativity in firms to accomplish the overall goal of this project.

References

The District will contact the references of the top proposals and will use that information in the evaluation and selection process.

Fee

Fees charged in the proposal will be considered along with other proposal evaluation factors.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluations of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

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

Project Schedule

RFP Schedule		Date/Time
1	District Issues RFP	March 14, 2018
2	Deadline for Written Questions	March 21, 2018
3	District Issues Responses to Written Questions	March 28, 2018
4	Deadline for Submitting a Proposal	April 4, 2018
5	Short-list Vendor Interviews and Presentations	April 9 – 25, 2018
6	Authorization of Award to Most Responsive Vendor	May 2, 2018
7	Contract Negotiations	May - June 2018
8	Project Start Date	July 2018

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

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report