

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
December 7, 2017**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #582

- 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. Full Time District Employee Recognition
 - C. Friends of the Camarillo Dog Parks
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. **Minutes for Regular Meeting of November 2, 2017**
Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before November 22, 2017.
 - C. **Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for October 31, 2017.

- D. Consideration and Approval of Updated Recreation I/II Job Description**
Approval of updated job description for Recreation Leader I/II.
- E. Consideration and Adoption of Resolution No. 580 Requesting a Loan from the Capital Account to the General Fund Account**
Adoption of temporary loan from the Capital Account to the General Fund Account will provide funds for personnel costs and operations.
- F. Adoption of Resolution No. 581 Amending the Conflict of Interest Code**
The adoption of Resolution No. 581 will update and amend the current Conflict of Interest Code.

8. NEW ITEMS-DISCUSSION/ACTION

- A. Consideration and Approval of Part Time Salary Schedule**
Revised salary schedule is based on the minimum wage increase.

Suggested Action: A MOTION to Approve the 2018 Part Time Salary Schedule based on the minimum wage increase.
- B. Consideration and Approval of Request for Proposal and Specifications for Landscape Maintenance Services Excluding Pleasant Valley Fields**
Options are provided for the continuation of contractual landscape maintenance services.

Suggested Actions: A MOTION to Approve the bid specifications for landscape maintenance services excluding Pleasant Valley Fields.
- C. Consideration and Approval of Request for Proposal and Specifications for Landscape Maintenance Services for the Pleasant Valley Fields Sports Complex**
Pleasant Valley Fields' current landscape maintenance contract is set to expire.

Suggested Actions: A MOTION to Approve the Request for Proposal specifications for the landscape maintenance services for the Pleasant Valley Fields Sports Complex.
- D. Consideration and Approval to Reject All Bids for Maintenance Yard Driveway**
A rejection of all bids received for this project is needed in order to adjust the design and re-advertise.

Suggested Actions: A MOTION to Approve the rejection of all bids received for the Maintenance Yard Driveway.
- E. Board Reorganization (Officer Elections)**
Every December the Board of Directors elects their officers for the next calendar year; newly elected officers take their new seats at the January Regular Board Meeting.

Suggested Actions: Nominations for Chair, Vice-Chair and Secretary will be requested until all three positions are filled.

F. Recognize Board Chair and Members

Staff will provide a token of appreciation.

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

- A. Chairman Dixon
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Liaison, Finance, 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: Friends of Camarillo Dog Park **Date:** 11/10/2017

A representative from your organization must attend the following PVRPD Board Meeting on:
Thursday, December 1st, 6:00pm City Hall Chambers located at 601 Carmen Drive, CA

OFFICERS	NAME	ADDRESS	EMAIL	CELL PHONE
Chair	Cheryl Marks	Camarillo	Chair.FCDP@gmail.com	805-987-4129 - Home
Vice Chair	N/A			
Treasurer	Deborah Faneros	Camárillo	deborahfaneros@yahoo.com	805 - 746-9222 Cell
Secretary	Open			

Number of participants last year: 4 Board Members, 700+ FB Followers, 500+ Email Subscribers

Projected number of participants upcoming year: 6 Board Members, 700+ Social Media Followers, 500+ Email Subscribers

Changes Organization has made from previous year: No major changes at this time.

Comments for the PVRPD Board of Directors: Thank you to the PVRPD Board of Directors and Staff once again for helping us have another successful year. We could not do what we do at the dog parks without PVRPD's continued support.

Primary Facility (ies) Used? Camarillo Grove, Mission Oaks & Springville

What Time are Board Meetings Held? 6:30pm

Where are Board Meetings Held? Community Center or Restaurants

When are new Board Members Elected? January

When are new Board Members Installed? February

Pleasant Valley Recreation and Park District Liaiso _____

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

Please Complete and Return the Annual Update and Financial Statement by Friday, Nov 18 and return to:

Jane Raab
1605 E. Burnley Street, Camarillo, CA 93010
Phone: 482-1996 x 115
Fax: 805-482-3468

Form Completed by (print): Deborah Faneros/Cheryl Marks Date 11/14/2017

Sign: _____ Date 11/14/2017



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

NAME OF ORGANIZATION

Friends of Camarillo Dog Parks

Last Year's Financial Statement

Proposed Budget/Goals 2018

Period: Jan. 01, 2016- Oct 31, 2017 (10 Months)

Period: 2018

CHECKING

CHECKING

Beginning Balance: \$ 24,918.44

Beginning Balance: \$ 29,131.30

Revenue:

Revenue:

Direct Public Support: \$ 280.00

Direct Public Support: \$ 500.00

Axxess \$ (160.00)

Axxess

Yolanda's \$ 1,064.28

Yolanda's

Mr. Softee \$ 49.40

Scoops

Howl-O-Ween & Coffee at SV \$ 1,135.17

Howl-O-Ween

Fundraisers:

Fundraisers: \$ 500.00

Rattlesnake Aversion: \$ 1,869.01

Rattlesnake Aversion: \$ 1,800.00

Total Revenue \$ 4,237.86

Total Revenue \$ 2,800.00

Expenses:

Expenses:

Advertising/Promo

Advertising/Promo \$ 50.00

PO Box

PO Box \$ 86.00

FCDP Logo Wear

FCDP Logo Wear \$ -

Operating Expenses \$ 25.00

FCDP Operating Expenses \$ 100.00

Web Domains/Hosting

Web Domains/Hosting \$ 150.00

Total Expense: \$ 25.00

Total Expense: \$ 386.00

Ending Balance: \$ 29,131.30

Ending Balance: \$ 31,545.30

Bank Balance as of 10/30/17* \$ 29,131.30

*Does not reflect money due to Axxess costs or Howl-O-Ween dep in Oct

Total Spent per park to date:

Cam Grove: \$ 6,631.13

Mission Oaks: \$ 19,856.33

Springville: \$ 27,012.36

TOTAL \$ 53,499.82

(Direct to park improvements)

List Savings/CDs/Investments here:

Savings Account \$

List Savings/CDs/Investments here:

Savings Account \$

CD Account ___ month \$

CD Account ___ month \$

CD Account ___ month \$

CD Account ___ month \$

Investment Account \$

Investment Account \$

Other Account \$

Other Account \$

Total Other Accounts \$

Total Other Accounts \$

Checking + Other \$

Checking + Other \$

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
November 2, 2017**

1. CALL TO ORDER

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 Dixon.

2. PLEDGE OF ALLEGIANCE

Lanny Binney led the pledge.

3. ROLL CALL

Roll Call

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Interim Recreation Services Manager Jane Raab, Administrative Analyst Megan Hamlin, Customer Service Lead and Recording Board Secretary Karen Roberts, Recreation Supervisor Lanny Binney, Park Supervisors Nick Marienthal and Matt Parker, Program Specialist Denise Cleric, Bob Garcia, Johnny Lovato, Alex Mathis, Rene Randel, Lee Gunther, Merle Power, Mark Scheinbein and Tony Sheppard.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. PRESENTATIONS

A. District Highlights/Holiday Events

Recreation Supervisor Lanny Binney presented the highlights of the District's October/November activities, programs, and special events along with a spotlight on the District's Holiday Events. The Senior Center held a successful Rummage Sale on October 7 with over 90 vendors. Over 150 seniors attended the October 31 Halloween Dance held in the auditorium. The Aquatic Center offered a Spooky Swim on October 27 and there will be a Certified Pool Operator Course offered on November 8 & 9. Mr. Binney highlighted three parks - Pitts Ranch Park, Foothill Park and Quito Park. Pitts Ranch Park is one of the few parks that has a covered picnic pavilion along with a ball field, tennis courts, a basketball court and playground. Foothill Park is popular for neighborhood gatherings and contains a full basketball court. Quito Park has a playground and a nice open space. Some of the District's current special events include the October 31st Halloween in the Park which had over 2000 people in attendance at the Community Center and coming up on December 2, Breakfast with Santa. The Christmas Parade and Santa's Village will take place on December 9 with ex USC football great

Anthony Davis as grand marshal and the Chainsaw Chicks and Tempo Cats as entertainment.

B. Camarillo Pony Baseball Association

Recreation Supervisor Lanny Binney introduced Johnny Lovato, president of CPBA along with Vice President Alex Mathis and Treasurer Rene Randel. This year there were 9 new board members mainly due to kids/families aging out. CPBA hosted the 5u and 7u World Series for California and will be hosting again this year along with the Super Regionals. CPBA's website is being changed to BlueSombrero with Dick's Sporting Goods. CPBA has over 200 players in Sunday fall ball and anticipate almost 700 in the spring. Pony headquarters has changed its age cut off from April to August, so some players will stay with their travel teams year-round. CPBA has reinvested about 80% of its snack bar money into the snack bar at Bob Kildee Park.

C. Wii Bowling Tournament Recognition

Program Specialist Denise Cleric presented certificates to Lee Gunther and Merle Power for their participation in the Pleasant Valley Wii Bowling Tournament in October. The other two team members, Connie Martel and Pat Wolgar, were not there to receive their certificates and Board recognition.

D. Camarillo Youth Basketball Association

Recreation Supervisor Lanny Binney introduced Mark Scheinbein who has been assisting current CYBA President Tony Sheppard through the new board transition. Mr. Sheppard thanked Mr. Scheinbein and his wife for their past years of service. Registration is healthy this year with almost 500 players and the league is looking to maintain a continuity of operations with the board change. CYBA had a booth at Camarillo's Fiesta this year and collected about 90 names of interested players. The league has been able to continue its scholarship program for about 7 players this year.

6. PUBLIC COMMENT

Administrative Analyst Megan Hamlin received one speaker card and presented it to Chairman Dixon. Speaker Bob Garcia of Camarillo stated that he has now been before the Board five times requesting that Victor Corona be considered in the naming of a park or ball field. Mr. Corona, a past Camarillo resident was declared missing in action over 65 years ago with the Air Force, flying over Korea. Mr. Corona played baseball in high school, the semi-pros and was offered a minor league contract with the Yankees. Mr. Garcia would like to see a plaque out at Freedom Park honoring Victor Corona so that the young baseball players can learn of the sacrifices some people pay for freedom.

7. CONSENT AGENDA

- A. Minutes for Special Board Meeting of October 4, 2017 and Regular Board Meeting of October 4, 2017
- B. Warrants, Accounts Payable & Payroll thru October 24, 2017
- C. Financial Report
- D. Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities

Director Mishler pulled Item 7.D. *Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities* for discussion.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to approve the Consent Agenda with the removal of Item 7.D.

**Motion to
Approve Consent
Agenda Minus
Item 7.D.**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

Director Mishler stated that more time is needed to review and study the ordinance in its current revision. Mr. Mishler would like to see the ordinance go back to the Policy Committee to work through issues regarding the flexibilities of tournaments and the designation of out of the area teams using District fields. Chairman Dixon directed staff to revisit the ordinance with the Policy Committee.

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Bid Award for the Parks Maintenance Yard Driveway
Park Services Manager Bob Cerasuolo presented the lowest bid of \$44,420 from Toro Enterprises for the repair of the parks maintenance yard driveway. The cost of asphalt and concrete were examined, and it was noted that the lowest bid was \$9500 over the initial estimate of repair. Discussion included aesthetics versus safety, liability issues, the need for Board members to revisit the site, uncertainty of what work actually needs to be done, possibly downsizing the scope of the project to include less square footage and a lesser cost, increased costs due to prevailing wage rule, 10 year life of remaining asphalt, the need to reject all bids at the next Board meeting, chance of prices skyrocketing in the spring, and the small amount of savings to be realized by delaying and re-proposing the project.

Chairman Dixon called for a motion. A motion was made by Director Mishler to move forward and approve the bid award to Toro Enterprises in the amount of \$44,420. There was no second, so the motion was not carried.

**Motion to Approve
Bid Award**

Not Carried

Chairman Dixon requested staff to reexamine the area that needs to be replaced and bring back a new proposal for the parks maintenance yard driveway. Mr. Cerasuolo will provide a staff report requesting the rejection of all bids next month and then rewrite a new RFP.

B. Consideration and Approval of Bid Award for the Mission Oaks Park Concessions Building Roof

Park Services Manager Bob Cerasuolo presented the job qualifications and bid abstracts submitted for the concessions building roof at Mission Oaks Park. The low bid was Falcon Roofing at \$17,886.

Chairman Dixon called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve and authorize the General Manager to enter into a contract with Falcon Roofing to replace the roof at the Mission Oaks Park concessions building in the amount of \$17,886.

**Motion to
Approve Bid
Award to Falcon
Roofing**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Auditorium Patio Remodel

Park Services Manager Bob Cerasuolo presented a request to begin repairs on the concrete patio attached to the auditorium at the Community Center. Its use has been restricted due to tripping hazards and structural integrity. Discussion included liability issues, using DG and paver materials, filling around the tree roots that are present, in house staff for this project, gaining a functional space and allowing for any additional changes which may be needed at the Community Center in the near future.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve and authorize the General Manger to direct staff to move forward with this project with a budget amount not to exceed \$12,000.

**Motion to
Approve Patio
Remodel**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Senior and Community Recreation Facility Needs Study Update

General Manager Mary Otten provided an update regarding the status of the Senior and Community Recreation Facility Needs Study. Information has been gathered by Greenplay from focus groups, stakeholder meetings, site tours, the community and meetings with the District and City staff. Strengths such as the many parks and programs were noted, and areas of improvement included overcrowded facilities, the lack of fitness equipment, accessibility and infrastructure, family and senior services, and collaboration and planning between current partners. Some additional desired activities included active recreation, lifelong learning opportunities, a focus on cultural activities, and a focus on health and wellness. Additional desired amenities focused on facilities, community spaces, gymnasium and outdoor activities. Underserved groups included active seniors, homebound seniors, veterans, those with special needs or disabilities, afterschool programs for teens, and the lack of childcare and pre-K programs. Potential partners and service providers were listed for further communications. RRC will be mailing out 3000 statistically random surveys to Camarillo residents and then the open survey will be made available about two weeks after that. The two types of surveys will be reviewed, and a gap analysis will be performed to assess any duplicate services. A

draft version of the report will be available in January or February with a final report in March.

9. INFORMATIONAL ITEMS

- A. Chairman Dixon –Chairman Dixon – No report.
- B. Ventura County Special District Association/California Special District Association- Director Magner reported that the December 5th VCSDA meeting at the Camarillo Healthcare District will cover securities. With CSDA, Director Magner was recently in San Luis Obispo for a chapter meeting and there is an upcoming legislative meeting that will be looking at bills and issues of interest.
- C. Santa Monica Mountains Conservancy – Director Mishler attended an October 23 meeting in Los Angeles. Discussion addressed the wildlife bridge in Agoura Hills with a current proposal of a 165-foot width with one over and one next to it.
- D. Standing Committees – Personnel – Director Magner reported that the committee is preparing for the increase in minimum wage and salary schedules. Finance – Director Malloy reported the financial software has made it easier to work with the finances. Liaison reported that there is a meeting on November 6.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that Painting with a Twist on October 19 was a great fundraiser. Foundation raffled off a Cavalia Odysseo ticket at the Halloween in the Park event and August 25 is the date for next year’s fundraiser at Camarillo Grove Park.
- F. General Manager’s Report – General Manager Otten reported that the Foundation made about \$800 on the Painting with a Twist event and about \$300 on the ticket raffle at the Halloween event. District signs are currently being installed at various parks. The water fountain at the Mission Oaks off-leash dog park is out of order again and turf was installed within the dog park at Camarillo Grove Park. The administration office remodel is almost completed, and work will begin on repairing the roof. Upcoming is Breakfast with Santa on December 2 and the Christmas Parade and Santa’s Village on December 9.

10. ORAL COMMUNICATIONS

Director Magner stated that Halloween in the Park was run very well with so many people participating in the Halloween contest which she helped judge. Director Mishler thanked staff for all their work and the community members who have partnered with the District for various events. Director Kelley mentioned that he travelled recently to Dallas, Texas. Director Malloy thanked the park employees for the progress he has seen with some of the capital projects. He thanked his wife and Foundation member Julie Navarro for their help in judging the costume contest at Halloween. Chairman Dixon thanked staff for their reports and acknowledged the work on the Needs Assessment.

11. ADJOURNMENT

Chairman Dixon adjourned the meeting at 7:57 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Neal Dixon
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: December 7, 2017

SUBJECT: FINANCE REPORT OCTOBER 2017

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for October 31, 2017 for Fund 10 and Fund 20.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH OCTOBER 31, 2017

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through October 31, 2017 with a year-to-date comparison for the period of July 1, 2016 through October 31, 2016. The percentage rate used for the 2017-2018 fiscal year budget is 34% for Period 4 of the fiscal year.

REVENUES

Total revenue for the 4th month ending October 31, 2017 for Fund 10 (General Fund) has an overall decrease of \$3,104,877 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 a decrease of \$18,685]; 2) Prior Year Secured Tax Apportionment (\$26,159) being down and 3) Cell Tower Revenue (\$10,884) having an increase as the same period as last year. These variances are due to the timing of the revenue being received by the District.

Total revenue for the 4th month ending October 31, 2017 for Fund 20 (Assessment District) is at 0.25% of budget. The first installment of tax apportionment for fiscal year 2017-2018 will arrive after December 20, 2017 (last year the District received the tax apportionment on December 23, 2016). At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

EXPENDITURES

Personnel Expenditures have increased by \$388,298 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 (\$165,062). The remaining variance (\$223,236) includes the expense of an extra pay period in October along with part-time positions being filled in comparison to the positions being vacant last fiscal year and the minimum wage increase.

Service and Supply Expenditures have increased \$104,948 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 (\$82,136) 2) Business Services (\$14,614) and 3) various other expense line items. 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. Business Service is increased due to the Springbrook payments which are due in July of every year along with the LAFCO payment. As the fiscal year progresses, the Percentage Used will catch up with the Percentage of Budget Used column on the finance report and the variance will not be as large.

Fund 20 is at 28.04% in Personnel and 29.78% 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 31.21% of budget on capital projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 1.94% and Fund 20 by 4.44%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for October 31, 2017 for Fund 10 and Fund 20.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of October 31, 2017 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of October 31, 2017 Fund 20
(1 page)

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
October 2017 34%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ -	\$ -	6,126,646.00	6,126,646.00	0.00%
Tax Apport Prior Year Sec	5130	\$ 2,118.44	\$ 43,613.97	\$ 17,454.54	-	17,454.54	0.00%
Tax Deeded Sales	5150	\$ -	\$ -	\$ 26.30	-	26.30	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 10,602.51	\$ -	-	-	0.00%
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	-	15,982.52	0.00%
Interest Earnings	5310	\$ 920.76	\$ 9,202.50	\$ 943.69	18,690.00	17,746.31	5.05%
MBS Interest Earnings	5320	\$ -	\$ 8,087.82	\$ 6,771.88	-	6,771.88	0.00%
Park Dedication Fees	5400	\$ -	\$ 3,123,562.00	\$ -	-	-	0.00%
Park Patrol Citations	5506	\$ 312.00	\$ 860.50	\$ 629.66	3,025.00	2,395.34	20.82%
Plan Check Fee	5507	\$ -	\$ -	\$ -	100.00	100.00	0.00%
Contract Classes Public Fees	5510	\$ 13,377.75	\$ 205,461.40	\$ 88,640.62	235,111.00	146,470.38	37.70%
Public Fees	5511	\$ 15,142.41	\$ -	\$ 122,366.81	413,610.00	291,243.19	29.59%
Swim Pass	5513-5529	\$ 4,572.82	\$ 18,922.08	\$ 19,638.75	65,445.00	45,806.25	30.01%
Rental	5530	\$ 41,148.77	\$ 106,454.62	\$ 130,608.48	347,727.00	217,118.52	37.56%
Cell Tower Revenue	5535	\$ 10,170.26	\$ 20,571.51	\$ 31,635.85	82,272.00	50,636.15	38.45%
Annual Passes	5536	\$ 785.00	\$ 577.00	\$ 3,007.25	-	3,007.25	0.00%
Parking Fees	5540	\$ 995.30	\$ 45.00	\$ 8,484.68	12,024.00	3,539.32	70.56%
Dues	5550	\$ 222.00	\$ 563.00	\$ 462.00	2,208.00	1,746.00	20.92%
Activity Guide Revenue	5555	\$ 400.00	\$ 2,690.00	\$ 3,390.00	8,800.00	5,410.00	38.52%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,703.98	\$ -	-	-	0.00%
Donations	5570	\$ 1,817.00	\$ 79,569.00	\$ 78,787.50	80,620.00	1,832.50	97.73%
Grant HCF	5573	\$ -	\$ 19.00	\$ -	-	-	0.00%
Other/Purchase Discount Taken	5575	\$ 4,200.44	\$ 27,146.01	\$ 27,733.53	53,133.00	25,399.47	52.20%
Cash Over/Under	5580	\$ -	\$ 25.00	\$ 65.00	-	65.00	0.00%
Incentive Income	5585	\$ 18.82	\$ 1,175.06	\$ 612.36	3,340.00	2,727.64	18.33%
Reimbursement ROPS	5600	\$ -	\$ 114,200.16	\$ 108,346.56	90,000.00	18,346.56	120.39%
Reimb Needs Assessment	5605	\$ 4,587.50	\$ -	\$ 4,587.50	-	4,587.50	0.00%
Revenue		\$ 100,789.27	\$ 3,775,052.12	\$ 670,175.48	\$ 7,542,751.00	\$ 7,005,058.62	8.89%
YTD Comparison				\$ (3,104,876.64)			

Personnel							
Full Time Salaries	6100	\$ 254,091.27	\$ 607,096.97	\$ 723,411.01	2,235,781.00	1,512,369.99	32.36%
Overtime Salaries	6101	\$ 1,391.68	\$ 4,061.35	\$ 3,925.65	32,225.00	28,299.35	12.18%
Car Allowance	6105	\$ 415.38	\$ 2,590.27	\$ 3,323.08	10,800.00	7,476.92	30.77%
Cell Phone Allowance	6108	\$ 675.00	\$ 4,143.74	\$ 5,400.00	17,550.00	12,150.00	30.77%
PartTime Salaries	6110	\$ 64,736.00	\$ 189,034.36	\$ 235,250.76	707,997.00	472,746.24	33.23%
Retirement	6120	\$ 40,292.42	\$ 101,692.91	\$ 117,651.20	399,353.00	281,701.80	29.46%
457 Pension	6121	\$ 270.44	\$ 6,365.52	\$ 6,500.74	7,945.00	1,444.26	81.82%
Employee Insurance	6130	\$ 27,911.97	\$ 60,575.01	\$ 75,823.88	330,067.00	254,243.12	22.97%
Workers Compensation	6140	\$ 17,180.74	\$ 37,909.87	\$ 49,474.03	145,957.00	96,482.97	33.90%
Unemployment Insurance	6150	\$ -	\$ 3,136.65	\$ -	9,000.00	9,000.00	0.00%
Loan Pension Obligation	6160	\$ -	\$ 7,928.41	\$ 27,011.50	238,043.00	211,031.50	11.35%
OPEB Expense	6161	\$ -	\$ -	\$ -	5,000.00	5,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 67,282.64	\$ 232,344.00	245,195.00	12,851.00	94.76%
Personnel		\$ 406,964.90	\$ 1,091,817.70	\$ 1,480,115.85	\$ 4,384,913.00	\$ 2,904,797.15	33.75%
YTD Comparison				\$ 388,298.15			

Services and Supplies							
Telephone	6210	\$ 787.24	\$ 4,776.84	\$ 3,407.83	11,556.00	8,148.17	29.49%
Internet Services	6220	\$ 629.47	\$ 2,129.98	\$ 6,787.42	33,882.00	27,094.58	20.03%
Poof Chemicals	6310	\$ 35.45	\$ 2,223.73	\$ 1,920.31	12,000.00	10,079.69	16.00%
Janitorial Supplies	6320	\$ 7,705.05	\$ 22,853.74	\$ 16,341.50	48,325.00	31,983.50	33.82%
Kitchen Supplies	6330	\$ -	\$ 105.72	\$ 123.17	1,510.00	1,386.83	8.16%
Food Supplies	6340	\$ -	\$ 1,077.82	\$ 1,101.30	8,811.00	7,709.70	12.50%
Water Maint & Service	6350	\$ 67.55	\$ 336.05	\$ 243.30	1,380.00	1,136.70	17.63%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	680.00	680.00	0.00%
Insurance Liability	6410	\$ -	\$ 43,960.50	\$ 48,579.00	125,434.00	76,855.00	38.73%
Fuel	6510	\$ 2,934.38	\$ 11,047.65	\$ 9,367.41	41,000.00	31,632.59	22.85%
Vehicle Maintenance	6520	\$ 2,312.54	\$ 12,236.73	\$ 11,732.88	34,200.00	22,467.12	34.31%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ 688.19	900.00	211.81	76.47%
Computer Equip Maintenance	6540	\$ -	\$ -	\$ 75.06	2,800.00	2,724.94	2.68%
Building Repair	6610	\$ 2,141.49	\$ 17,100.48	\$ 11,865.82	78,315.00	66,449.18	15.15%
Bldg Equip Maint/Repair	6620	\$ 586.47	\$ 564.21	\$ 10,444.51	35,700.00	25,255.49	29.26%
Improvements/Maintenance	6630	\$ -	\$ 8,284.77	\$ 949.33	31,200.00	30,250.67	3.04%
Grounds Maintenance	6710	\$ 4,073.00	\$ 32,237.35	\$ 21,282.28	88,980.00	67,697.72	23.92%
Tree Care Assess	6719	\$ -	\$ -	\$ 225.00	-	225.00	0.00%
Park Amenities Assess	6722	\$ -	\$ -	\$ 974.87	-	974.87	0.00%
Park Signage (Branding)	6725	\$ -	\$ 1,547.19	\$ 304.00	-	304.00	0.00%
Contracted Pest Control	6730	\$ -	\$ -	\$ -	2,000.00	2,000.00	0.00%
Rubbish & Refuse	6740	\$ 4,458.64	\$ 13,573.30	\$ 18,286.42	56,800.00	38,513.58	32.19%
Vandalism/Theft	6750	\$ 153.15	\$ -	\$ 153.15	2,000.00	1,846.85	7.66%
Memberships	6810	\$ 150.00	\$ 6,144.50	\$ 3,100.00	14,310.00	11,210.00	21.66%
Office Expense	6900	\$ -	\$ -	\$ -	100.00	100.00	0.00%
Office Supplies	6910	\$ 791.53	\$ 5,694.48	\$ 3,845.49	23,314.00	19,468.51	16.49%
Postage Expense	6920	\$ 464.88	\$ 5,873.05	\$ 6,370.04	26,100.00	19,729.96	24.41%
Advertising Expense	6930	\$ 1,716.00	\$ 4,099.29	\$ 3,453.90	15,592.00	12,138.10	22.15%
Printing Charges	6940	\$ 1,151.64	\$ 3,408.27	\$ 2,988.69	19,543.00	16,554.31	15.29%
Bank & ActiveNet Charges	6950	\$ 3,062.22	\$ 18,693.98	\$ 18,106.65	45,990.00	27,883.35	39.37%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
October 2017 34%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Approp Redev/Collection Fees	6960	\$ 30,789.17	\$ 108,635.36	\$ 123,156.67	\$ 369,470.00	\$ 246,313.33	33.33%
Minor Furn Fixture & Equip	6980	\$ -	\$ 596.99	\$ 516.88	\$ 1,683.00	\$ 1,166.12	30.71%
Comp Hardware/Software Exp	6990	\$ -	\$ 1,949.31	\$ 1,707.06	\$ 13,564.00	\$ 11,856.94	12.59%
Fingerprint Fees (HR)	7010	\$ 120.00	\$ 128.00	\$ 316.00	\$ 2,440.00	\$ 2,124.00	12.95%
Fire & Safety Insp Fees	7020	\$ 1,856.84	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensing Fees	7030	\$ -	\$ -	\$ 3,329.50	\$ 4,400.00	\$ 1,070.50	75.67%
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	\$ 1,516.00	\$ 4,003.80	\$ 14,673.58	\$ 69,150.00	\$ 54,476.42	21.22%
Typeset and Print Services	7115	\$ -	\$ 11,745.39	\$ 12,200.26	\$ 50,147.00	\$ 37,946.74	24.33%
Instructor Services	7120	\$ 13,644.96	\$ 54,645.50	\$ 57,216.97	\$ 169,925.00	\$ 112,708.03	33.67%
PERS Admin Fees	7125	\$ 114.10	\$ -	\$ 493.32	\$ 1,550.00	\$ 1,056.68	31.83%
Audit Services	7130	\$ 2,000.00	\$ 6,640.00	\$ 2,000.00	\$ 22,260.00	\$ 20,260.00	8.98%
Medical & Health Svcs (HR)	7140	\$ 275.00	\$ 445.00	\$ 575.00	\$ 5,500.00	\$ 4,925.00	10.45%
Security Services	7150	\$ -	\$ 2,111.10	\$ 3,502.60	\$ 3,600.00	\$ 97.40	97.29%
Entertainment Services	7160	\$ -	\$ -	\$ 594.67	\$ 3,450.00	\$ 2,855.33	17.24%
Business Services	7180	\$ 128.46	\$ 32,108.45	\$ 46,722.30	\$ 67,375.00	\$ 20,652.70	69.35%
Umpire/Referee Services	7190	\$ -	\$ 860.00	\$ 160.00	\$ 1,640.00	\$ 1,480.00	9.76%
Subscriptions	7210	\$ 341.60	\$ 35.00	\$ 341.60	\$ 4,322.00	\$ 3,980.40	7.90%
Rents & Leases Equip	7310	\$ 675.66	\$ 1,602.52	\$ 6,796.68	\$ 27,610.00	\$ 20,813.32	34.62%
Bldg/Field Leases & Rental	7320	\$ -	\$ 15.00	\$ 5.00	\$ 11,466.00	\$ 11,461.00	0.04%
Event Supplies	7410	\$ -	\$ 925.96	\$ 489.95	\$ 2,310.00	\$ 1,820.05	21.21%
Supplies	7420	\$ 283.75	\$ 168.15	\$ 575.32	\$ 7,175.00	\$ 6,599.68	8.02%
Bingo Supplies	7430	\$ 1,065.51	\$ 2,375.59	\$ 2,888.11	\$ 7,500.00	\$ 4,611.89	38.51%
Sporting Goods	7440	\$ 43.58	\$ 3,463.61	\$ 2,540.21	\$ 8,085.00	\$ 5,544.79	31.42%
Arts and Craft Supplies	7450	\$ -	\$ 384.62	\$ 358.77	\$ 4,820.00	\$ 4,461.23	7.44%
Training Supplies	7460	\$ 200.00	\$ -	\$ 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	\$ 282.06	\$ 1,931.94	\$ 1,711.15	\$ 6,400.00	\$ 4,688.85	26.74%
Safety Supplies	7510	\$ 351.17	\$ 1,776.33	\$ 925.33	\$ 7,289.00	\$ 6,363.67	12.69%
Uniform Allowance	7610	\$ 615.02	\$ 1,624.78	\$ 1,161.98	\$ 12,426.00	\$ 11,264.02	9.35%
Safety Clothing	7620	\$ -	\$ 843.08	\$ 139.14	\$ 3,150.00	\$ 3,010.86	4.42%
Conference&Seminar Staff	7710	\$ 687.00	\$ 1,787.68	\$ 8,184.40	\$ 20,745.00	\$ 12,560.60	39.45%
Conference&Seminar Board	7715	\$ -	\$ 212.47	\$ 110.00	\$ 2,240.00	\$ 2,130.00	4.91%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,860.40	\$ 3,033.16	\$ 13,573.00	\$ 10,539.84	22.35%
Out of Town Travel Board	7725	\$ -	\$ 303.92	\$ -	\$ 6,615.00	\$ 6,615.00	0.00%
Private Vehicle Mileage	7730	\$ 734.61	\$ 799.74	\$ 891.92	\$ 4,190.00	\$ 3,298.08	21.29%
Transportation Charges	7740	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00	0.00%
Buses/Excursions	7750	\$ 600.00	\$ 2,427.64	\$ 5,307.02	\$ 22,870.00	\$ 17,562.98	32.21%
Utilities Gas	7810	\$ 1,145.76	\$ 3,998.27	\$ 3,334.24	\$ 26,431.00	\$ 23,096.76	12.61%
Utilities Water	7820	\$ 73,478.95	\$ 260,008.60	\$ 235,598.67	\$ 757,800.00	\$ 522,201.33	31.09%
Utilities Electric	7830	\$ 21,976.80	\$ 52,500.30	\$ 57,993.10	\$ 226,374.00	\$ 168,380.90	25.62%
Awards and Certificates	7910	\$ 21.00	\$ 4,762.23	\$ 3,224.55	\$ 16,490.00	\$ 13,265.45	19.55%
Meals for Staff Training	7920	\$ 500.26	\$ 112.00	\$ 102.74	\$ 2,710.00	\$ 2,812.74	3.79%
Employee Morale	7930	\$ -	\$ 58.33	\$ 65.66	\$ 9,974.00	\$ 9,908.34	0.66%
COP Debt PV Fields	7950	\$ 20,534.08	\$ -	\$ 82,136.33	\$ 246,409.00	\$ 164,272.67	33.33%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 3,333.33	\$ 10,000.00	\$ 6,666.67	33.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 1,666.67	\$ 5,000.00	\$ 3,333.33	33.33%
Reserve Designated Project	7972	\$ 1,666.67	\$ 10,000.00	\$ 6,666.67	\$ 20,000.00	\$ 13,333.33	33.33%
Reserve Dry Period	7973	\$ 7,500.00	\$ 30,333.36	\$ 30,000.00	\$ 90,000.00	\$ 60,000.00	33.33%
Services and Supplies		\$ 218,018.71	\$ 827,765.62	\$ 932,713.88	\$ 3,141,115.00	\$ 2,212,296.84	29.69%
YTD Comparison				\$ 104,948.26			
Capital							
Capital	8400	\$ -	\$ -	\$ 538.53	\$ -	\$ 538.53	0.00%
HCF Grant Trails	8403	\$ -	\$ 58.87	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 2,697.86	\$ -	\$ -	\$ -	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	\$ 13,755.00	\$ 87.38	\$ 22,930.00	\$ 68,790.00	\$ 45,860.00	33.33%
Bob Kildee Parking Lot	8423	\$ 26,035.70	\$ 236.44	\$ 157,980.25	\$ 150,000.00	\$ 7,980.25	105.32%
PV Fields Parking Lot	8424	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$ 31.30	\$ -	\$ 9,190.15	\$ -	\$ 9,190.15	0.00%
Charter Oak Windrow	8426	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Bob Kildee PourmPlay	8429	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	0.00%
Cam Grve Dog PkArtificial Turf	8430	\$ 9,630.00	\$ -	\$ 19,260.00	\$ 20,000.00	\$ 740.00	96.30%
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%
Auditrium 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 Replacemen	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	\$ -	\$ -	\$ 7,940.84	\$ 53,000.00	\$ 45,059.16	14.98%
Admin Bldg Roofs #6,#7 Admin	8441	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00	0.00%
Capital		\$ 49,452.00	\$ 13,061.81	\$ 251,198.29	\$ 804,790.00	\$ 655,726.61	31.21%
YTD Comparison				\$ 238,136.48			

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
October 2017 34%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Expense w/out Capital		\$ 624,983.61	\$ 1,919,583.32	\$ 2,412,829.72	\$ 7,526,028.00	\$ 5,117,094.00	32.06%
YTD Comparison							

General Ledger
Statement of Revenues and Expenditures
Fund 20 Assessment District
October 2017 34%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ 167.44	\$ 121.61	\$ 389.00	\$ 267.39	31.26%
Assessment Revenue	5500	\$ 2,569.90	\$ 10,680.27	\$ 2,569.90	\$ 1,072,301.00	\$ 1,069,731.10	0.24%
Revenue		\$ 2,569.90	\$ 10,847.71	\$ 2,691.51	\$ 1,072,690.00	\$ 1,069,998.49	0.25%
YTD Comparison				\$ (8,156.20)			
Personnel							
Full Time Salaries	6100	\$ 9,334.35	\$ 25,999.60	\$ 25,689.12	\$ 91,142.00	\$ 65,452.88	28.19%
Overtime Salaries	6101	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Car Allowance	6105	\$ -	\$ 369.22	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 246.00	\$ -	\$ -	\$ -	0.00%
PartTime Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 1,601.00	\$ 3,978.04	\$ 4,414.94	\$ 15,247.00	\$ 10,832.06	28.96%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 1,479.95	\$ 7,589.63	\$ 3,790.48	\$ 14,910.00	\$ 11,119.52	25.42%
Workers Compensation	6140	\$ 924.91	\$ 3,034.21	\$ 2,561.84	\$ 8,695.00	\$ 6,133.16	29.46%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Loan Pension Obligation	6160	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PERS Unfunded Liability	6170	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Personnel		\$ 13,340.21	\$ 41,216.70	\$ 36,456.38	\$ 129,994.00	\$ 93,537.62	28.04%
YTD Comparison				\$ (4,760.32)			
Services and Supplies							
Incidental Costs Assess	6709	\$ -	\$ 15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care Assess	6719	\$ 1,800.00	\$ -	\$ 2,400.00	\$ 40,000.00	\$ 37,600.00	6.00%
Contracted LS Services	6720	\$ 33,677.10	\$ 109,436.58	\$ 120,659.05	\$ 415,596.00	\$ 294,936.95	29.03%
Park Amenities Assess	6722	\$ -	\$ -	\$ 6,057.80	\$ 40,000.00	\$ 33,942.20	15.14%
Bank & ActiveNet Charges	6950	\$ -	\$ 54.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	0.00%
COP Debt PV Fields	7950	\$ 32,738.25	\$ 100,826.48	\$ 130,953.00	\$ 392,859.00	\$ 261,906.00	0.00%
Expense		\$ 68,215.35	\$ 230,927.19	\$ 275,496.00	\$ 925,219.00	\$ 649,723.00	29.78%
YTD Comparison				\$ 44,568.81			
Total Expense		\$ 81,555.56	\$ 272,143.89	\$ 311,952.38	\$ 1,055,213.00	\$ 743,260.62	29.56%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: December 7, 2017

**SUBJECT: CONSIDERATION AND APPROVAL OF UPDATED
RECREATION LEADER I/II JOB DESCRIPTION**

RECOMMENDATION

It is recommended the Board consider and approve the updated Recreation Leader I/II job description.

BACKGROUND

The Pleasant Valley Recreation and Park District last performed a complete job description update in 2016. There is one job description which has minor changes regarding language to reflect qualifications, work experience, and/or responsibilities.

ANALYSIS

Upon review of the District's current job descriptions, it was discovered that the content within the Recreation Leader I position did not reflect the District's needs. Changes are being presented to reflect an entry level position.

Recreation Leader I/II & Senior Leader I/II Update:

- Recreation Leader I – Must possess a valid work permit and have completed two years of High School. Volunteer or paid work experience with youth/teens/seniors is desirable.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board consider and approve the updated Recreation Leader I/II job description.

ATTACHMENTS

- 1) Job Description (3 pages)



Pleasant Valley Recreation and Park District Job Description

Job Title: Recreation Leader I/II & Sr. Leader I/II
Department: Recreation
Reports To: Recreation Supervisor or as assigned

FLSA Status: Non-Exempt
Prepared Date: October 2017
Approved By: Board
Approved Date:

SUMMARY: Under general supervision, assist with recreation programs and activities in order to provide opportunities and encourage and promote a healthy lifestyle for community residents. May work with any aspect of recreation programs and/or work in any assigned division or department: Administration, Parks, Recreation – aquatics, classes, senior services and youth and adult sports and special events. Conducts, instructs and monitors recreational program activities within one or more assigned program areas, based on District rules, regulations, policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: A focus of Quality Customer Service being primary for all positions. Performs other duties as assigned. Recreation Leader Series and Senior Recreation Series require the following:

- Opens, closes, secures and maintains a safe program environment and facility; conducts safety checks as required.
- Administers First Aid and CPR as needed.
- Show respect and sensitivity for cultural differences; promotes a harassment-free environment; builds a diverse workforce.
- Ensure that appropriate image and approach and respect are being consistently exercised.
- Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Set up and take down program equipment as required (i.e., cones, mats and bases on fields, balls, chairs, tables, scorecards, sign-in sheets, set up concession stand(s), remove and place program or event signage as appropriate, open and close applicable rooms) and prepare venue for activities and events; supervise and coach participants; maintain equipment and facilities in clean and safe condition; communicate with general public, community resource agencies, and other organizations in order to coordinate and promote program activities.
- Instruct various arts, crafts, games, classes, and sports; explain the rules and techniques for specific activities; evaluate performance of program participants and assist with skills improvement.
- Assist in the development and promotion of recreation programs, including but not limited to music, dance, arts and crafts, cultural arts, nature study, swimming, social recreation, youth and adult sports, and games.
- Maintain order during activities and enforce District rules and regulations (i.e., wearing required safety equipment).
- Issue and receive recreation equipment specific to the program or event (i.e., skate board elbow and kneepads, balls, scorecards, sign-in sheets, remove, and place program or event signage as appropriate).
- Walk distances of a few feet to several hundred yards to observe the field, program or event and participants frequently during the program.
- Prepare score sheets, statistics, and written reports; maintain records and reports for accidents, incidents, emergency, attendance, activity, registration, web site updates and reservations; perform program surveys and evaluations.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare the cash report for the day, shift, or event.
- Assist with surveying and educating the community on recreation programs.
- May assist in minor maintenance of recreational facilities and equipment including cleaning and stocking facilities, set up and clean up.
- May require some Holiday, evening, and/or weekend work assignments.



Pleasant Valley Recreation and Park District Job Description

SENIOR LEADER I:

- May act as the Assistant Camp Director for the District's summer camp program, or may act as Lead for Excursion Program.
- Will be able to fill in for the Senior Leader II as needed.

SENIOR LEADER II:

- May act as Camp Director for District's summer camp or Excursion program.
- Assist Recreation Coordinator with staff schedules.
- Provide input on yearly performance reviews.
- Will serve in a lead capacity for other Recreation Leaders and Aides.
- May help with specific programs.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Working knowledge of: common office practices; basic office equipment and software.
- Must possess excellent oral and written communication skills. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak before groups of customers or employees of organization.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid California Driver's License, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required within first six (6) months of hire date. At the option of the Department Manager or Recreation Supervisor, persons hired into this position may be required to either possess at entry or obtain within specified time limits designated licenses, certificates or specialized education and training relevant to the area of assignment. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required.

EDUCATION and/or EXPERIENCE:

- Recreation Leader I: Must possess a valid work permit and have completed two years of High School. Volunteer or paid work experience with youth/teens/seniors is desirable.
- Recreation Leader II: Possession of a high school diploma or general equivalency diploma (GED), and a minimum of one (1) year of recreation, volunteer or related experience relevant to the area of assignment.
- Senior Leader I: thirty (30) units of applicable college course work; two (2) years recreation or volunteer related experience.
- Senior Leader II: Associate's Degree in applicable field; two (2) years recreation or volunteer related experience.

Or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.



Pleasant Valley Recreation and Park District Job Description

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud.

**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: December 7, 2017

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 580 REQUESTING A LOAN FROM THE CAPITAL
ACCOUNT TO THE GENERAL FUND ACCOUNT**

RECOMMENDATION

It is recommended the Board adopt Resolution No. 580 directing staff to loan funds from the Capital Account to the General Fund Account to cover payroll and accounts payable expenditures for the last month of calendar year 2017.

BACKGROUND

Staff continues to be prudent while managing the District's annual fiscal year budgets. The District's revenues have improved over the course of the past few years, but costs continue to increase. Beyond a variety of fees and charges that serve as revenue, the primary source of revenue is property taxes.

The District receives the property taxes in two increments during the months of April and December. In the past, these two payments have been sufficient to cover the District expenses from April through December and January through March. For the month of December, the District will need to borrow funds from the District's Capital account, at an interest rate of 0.25% (the Capital account currently earns interest at 0.25% to cover the December payroll and accounts payable). Once the December tax apportionment is received, the loan will be repaid back to the Capital account with interest. It is anticipated the loan would be no more than a 10-day loan if needed.

ANALYSIS

It is estimated the District will require an amount of approximately \$200,000 to sufficiently operate for the remainder of the calendar year prior to the next property tax increment. This temporary loan will provide funds for personnel costs and operations (materials and supplies) and will not force the District to borrow funds from the District's bank as it had to do in the past.

Based on the December property tax payment history, the District will be able to reimburse the Capital Account in January 2018.

FISCAL IMPACT

The fiscal impact to the General Fund will be for the interest paid to the Capital Account of approximately \$13.70 if the entire \$200,000 is borrowed from the Capital Account.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 580 directing staff to loan funds from the Capital Account to the General Fund Account to cover payroll and accounts payable expenditures for the last month of calendar year 2017.

ATTACHMENT

- 1) Resolution No. 580 (1 page)

RESOLUTION NO. 580

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUESTING A 10-DAY TEMPORARY LOAN FROM THE CAPITAL
FUND TO THE GENERAL FUND CHECKING**

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) is a local public agency, operating pursuant to its principal act set forth in California Public Resources Code Section 5780 et seq.; and

WHEREAS, the District Board of Directors (“Board”) desires to authorize the Capital Fund to temporarily loan the General Fund an amount not to exceed \$200,000 for District operations, pending receipt of tax revenues in December 2017; and

WHEREAS, the General Fund will pay an interest rate of 0.25% to the Capital Fund for the actual amount of funds borrowed.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of December, 2017, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Neal Dixon, Chairman, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Bob Kelley, Secretary
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: Leonore Young, Administrative Services Manager

DATE: December 7, 2017

**SUBJECT: ADOPTION OF RESOLUTION NO. 581 AMENDING
THE CONFLICT OF INTEREST CODE**

RECOMMENDATION

It is recommended the Board adopt Resolution No. 581 amending the Conflict of Interest Code.

BACKGROUND

The District adopted Resolution No. 137 - Conflict of Interest Code on November 12, 1976 to comply with Government Code Section 87306.5. The Code was amended on February 13, 1980 by adopting Resolution No. 183, on August 2, 1998 by adopting Resolution No. 345, on June 4, 2008 by adopting Resolution No. 426, on September 5, 2012 by adopting Resolution No. 494, on July 2, 2014 by adopting Resolution No. 530, on December 4, 2014 by adopting Resolution No. 536 and on September 7, 2016 by adopting Resolution No. 566.

ANALYSIS

Copies of Resolution No. 137, Resolution No. 183, Resolution No. 345, Resolution No. 426, Resolution No. 494, Resolution No. 530, Resolution No. 536 and Resolution No. 566 are attached for review. The Board must review the Code annually. On a biannual basis, amendments are made on Exhibit A regarding Designated Positions. The second Park Supervisor position and three-quarter time Administrative Analyst position need to be added to Exhibit A under Category 3, 4, 5, and 6. The Board must submit the changes and Exhibit A to the Clerk of the Board of Supervisors, County of Ventura. By reviewing this Conflict of Interest Code, the Board would comply with the law.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 581 amending the Conflict of Interest Code.

ATTACHMENT

- 1) Resolution No. 581 (5 pages)
- 2) Resolution No. 137 (9 pages)
- 3) Resolution No. 183 (2 pages)
- 4) Resolution No. 345 (1 page)
- 5) Resolution No. 426 (1 page)
- 6) Resolution No. 494 (1 page)
- 7) Resolution No. 530 (1 page)
- 8) 2014 Exhibit A (1 page)
- 9) 2014 Exhibit B (3 pages)
- 10) Resolution No. 536 (1 page)
- 11) Resolution No. 566 (5 pages)

**RESOLUTION NO. 581
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE**

The Political Reform Act, Government Code section 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of December 2017, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Neal Dixon, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Bob Kelley, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
5	Director	1	COB
1	General Manager	1	COB
1	Administrative Services Manager	1	COB
1	Park Services Manager	1	COB
1	Recreation Services Manager	1	COB
3	Recreation Supervisor	3,4,5,6	COB
2	Parks Supervisor	3,4,5,6	COB
2	Administrative Analyst	3,4,5,6	COB
Consultants ¹			

¹ The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

**APPENDIX - DESIGNATING OFFICIALS WHO
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

# of POSITIONS	POSITION TITLE/CONSULTANT	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])
5	Director	COB
1	General Manager	COB
1	Administrative Services Manager	COB

CONFLICT OF INTEREST CODE
OF THE PLEASANT VALLEY RECREATION & PARK DISTRICT
OF THE COUNTY OF VENTURA

SECTION 100. PURPOSE. Pursuant to the provisions of Government Code sections 87300 et seq., the Pleasant Valley Recreation & Park District of the County of Ventura hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Code are additional to Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

SECTION 200. DESIGNATED POSITIONS. The positions listed on Exhibit "A" are designated positions. Officers and employees holding those positions are designated employees and are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on a financial interest.

SECTION 300. DISCLOSURE STATEMENTS. Designated positions shall be assigned to one or more of the disclosure categories set forth on Exhibit "B". Each designated employee shall file an annual statement disclosing that employee's interest in investments, real property, and income designated as reportable under the category to which the employee's position is assigned on Exhibit "B".

SECTION 400. PLACE AND TIME OF FILING.

(a) Each designated employee required to submit a statement of financial interest shall file the original with the Clerk of the Pleasant Valley Recreation & Park District. The Clerk shall make and retain a copy of the statements of the members of the Board of Directors and of the General Manager and shall forward the originals to the Clerk of the Board of Supervisors of Ventura County.

(b) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(c) All other employees appointed, promoted or transferred to designated positions shall file initial statements not less than 10 days before assuming office (or if subject to confirmation, 10 days before being confirmed) unless an earlier assumption of office is required by emergency circumstances, in which case the statement shall be filed within 30 days thereafter.

(d) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year or portion of the calendar year since a previous statement was filed under paragraphs (b) or (c) of this section.

(e) Each person who leaves a designated position specified in Exhibit "A" shall file a leaving office statement within 30 days after leaving.

SECTION 500. CONTENTS OF DISCLOSURE STATEMENTS.
Disclosure statements shall be made on forms supplied by Clerk of the Pleasant Valley Recreation & Park District, and shall contain the following information:

(a) Contents of Investment and Real Property Reports:

When an investment, or an interest in real property, is required to be reported, the statement shall contain:

(1) A statement of the nature of the investment or interest;

(2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

(3) The address or other precise location of the real property;

(4) A statement whether the fair market value of the investment, or interest in real property, exceeds ten thousand dollars (\$10,000), and whether it exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer.

(b) Contents of Personal Income Reports:

When personal income is required to be reported, the statement shall contain:

(1) The name and address of each source of income aggregating two hundred and fifty dollars (\$250) or more in value, or twenty-five dollars (\$25) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

(2) A statement whether the aggregate value of income from each source was greater than one thousand dollars (\$1,000), and whether it was greater than ten thousand dollars (\$10,000);

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the amount and the date on which the gift was received.

(c) Contents of Business Entity Income Reports:

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

(1) The name, address, and a general description of the business activity of the business entity;

(2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's prorata share of fees from such person was equal to or greater than one thousand dollars (\$1,000) and if there is a nexus between this person as a source of income and the governmental decisions made or to be made by the filer.

(3) In the case of a business entity not covered by paragraph (2), the name of every person from whom the business entity received payments if the filer's prorata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(d) Contents of Management Positions Reports:

When management positions are required to be reported, designated employees shall list the name of each business entity not specified above in which they are a director,

officer, partner, trustee, employee, or in which they hold any position of management.

(e) Initial Statement:

The initial statement filed by an employee to a designated position shall disclose any reportable investments and interests in real property.

(f) Acquisition or Disposal During Reporting Period:

In the case of a statement filed under Section 400 (e) or (f), if the investment, or interest in real property, was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

(g) Contents of Leaving Office Statement:

The leaving office statement filed by designated employees shall disclose reportable investments, interests in real property, and income during the period since the closing date of the previous statement filed pursuant to this code. The statement shall include any investments in business entities, interests in real property, and income held or received at any time during the period covered by the statement, whether or not they are still held at the time of filing.

SECTION 600. DISQUALIFICATION. The following shall govern disqualification:

(a) Decisions Requiring Disqualifications:

Designated employees must disqualify themselves from making or participating in the making of any decision which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on any reportable interest of that employee or any other financial interest as defined in Government Code section 87103, except sources of gifts of less than two hundred and fifty dollars (\$250) in value. No designated employee shall be required to disqualify himself with respect to any matter which could not be legally acted upon or decided without his participation.

(b) Manner of Disqualification:

A designated employee with a disqualifying interest as set forth in paragraph (a) above shall, in writing, notify his immediate supervisor of the financial interest. Upon receipt of such notice, the supervisor shall reassign the matter to another employee unless the matter cannot legally be acted upon or decided without the designated employee's participation.

(c) Disqualification by Governing Board Member:

A governing board member with a disqualifying interest as set forth in paragraph (a) above shall give notice of and identify such interest at the meeting during which consideration of the financial interest takes place, and such notice and identification shall be made part of the official records of the meeting. The board member shall not participate in the decision nor in any way attempt to use his official position to influence any other person with respect to such matter. The governing board member may participate, after giving notice and identification of his financial interest, if the matter could not legally be acted upon or decided without his participation. The fact that an official vote is needed to break a tie does not make participation legally required.

EXHIBIT "A"

<u>Designated Positions</u>	<u>Disclosure Category</u>
All members of Board of Directors	1
General Manager	1
District Counsel	1
Recreation Manager	2
Park Foreman	2
Head Custodian	2
Administrative Secretary	2
Senior Recreation Leader	2

(No employee who performs purely ministerial, clerical or service functions shall be a designated employee.)

EXHIBIT "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group "1":

Designated employees in this Group must report:

All investments, interests in real property, and income, and any business entity in which the person is a director, officer, partner, trustee, employee or holds any position of management. Financial interests are reportable only if located within or subject to the jurisdiction of the District, or if the business entity is doing business or planning to do business in the jurisdiction or has done business within the jurisdiction at any time during the two years prior to the filing of the statement.

Group "2":

Designated employees in this Group must report:

A. Investments in any business entity which within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation & Park District to provide services, supplies, materials, machinery or equipment to the Pleasant Valley Recreation and Park District.

B. Income from any source which, within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation and Park District to provide services, supplies, materials, machinery or equipment to the Pleasant Valley Recreation and Park District.

C. His or her status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity which within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation & Park District to provide services, supplies, materials, machinery, or equipment to the Pleasant Valley Recreation and Park District.

Regular Meeting
November 12, 1976

Resolution #137

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Upon motion by Director Rush, seconded by Director Reser, and carried by unanimous vote, the District hereby adopts the Conflict of Interest Code attached as Exhibit A and made part of this Resolution.

PASSED AND ADOPTED by the following vote on November 12, 1976:

Ayes: Wallace, Rush, Reser, Martin
Noes: None
Absent: None

CERTIFICATE

I, Carol R. Pariso, Clerk of the Board of the Pleasant Valley Recreation and Park District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the above named District at its regular meeting November 12, 1976, a majority of directors being present and voting in favor of the resolution.

Date: November 13, 1976

Carol R. Pariso
Clerk of the Board

RESOLUTION NO. 183

Be it resolved that the Conflict of Interest Code for Pleasant Valley Recreation and Park District be hereby amended by striking therefrom Section 400 in its entirety and inserting in place thereof of Section 400 as same is set forth on attached Schedule A.

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SCHEDULE A

SECTION 400. PLACE AND TIME OF FILING.

(a) Each designated employee required to submit a statement of financial interest shall file the statement with the Clerk of the Board who shall retain the statement except that for the statement(s) of the Members of Board of Directors & General Manager a copy shall be retained and the original forwarded to the Clerk of the Board of Supervisors of Ventura County.

(b) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(c) Civil Service employees appointed, promoted or transferred to designated positions shall file initial statements within 30 days after date of employment.

(d) All other persons elected, appointed, promoted or transferred to designated positions shall file initial statements not more than 10 days after assuming office, or if subject to confirmation, 10 days after being confirmed.

(e) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year or portion of the calendar year since a previous statement was filed under paragraphs (b), (c) or (d) of this section.

(f) A statement under (c), (d) or (e) of this section shall not be filed if within the prior 90 days the person has filed a disclosure statement reporting the same disclosure categories under Exhibit "B" of this code.

(g) Every person holding a designated position who terminates his employment shall file a leaving office statement not later than 30 days after leaving office.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESOLUTION NO. 345

RESOLUTION AMENDING CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict Of Interest Code", commencing at Government Code Section 87300, require local governmental agencies within the State of California to adopt a Conflict Of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No.137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict Of Interest Code is now in need of amendment; and

WHEREAS, the District's staff, in consultation with the California Fair Political Practices Commission and the County Clerk has prepared and submitted to the Board of Directors a proposed "Conflict Of Interest Code For The Pleasant Valley Recreation And Park District, County of Ventura, State of California",

NOW, THEREFORE, IT IS RESOLVED AND ORDERED that the Board of Directors of the Pleasant Valley Recreation And Park District hereby approves and adopts the "Conflict Of Interest Code For The Pleasant Valley Recreation And Park District, County Of Ventura, State Of California" presented to the Board and attached to this Resolution.

The foregoing Resolution was approved by the Board of Directors of the Pleasant Valley Recreation and Park District at a special meeting held on September 29 1998 at 1605 East Burnley Street, Camarillo, California on a motion by Director Schau, seconded by Director Cane and duly carried.

AYES: Cane, Rockenstein, Bush, Schau

NOES: 0

ABSENT: Reser

Nancy C Bush
Chairman of the Board of Directors
Pleasant Valley Recreation and Park District

RESOLUTION NO. 426

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE**

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 4th day of June, 2008, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Patty Hamm, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

**RESOLUTION NO. 494
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE**

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of September, 2012, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Patty Hamm, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Elaine Magner, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

**RESOLUTION NO. 530
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE**

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 2nd day of July, 2014, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Robert Kelley, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Neal Dixon, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
5	DIRECTORS	1	COB
1	GENERAL MANAGER	1	COB
1	ADMIN SERVICES MANAGER		COB
Consultants ¹			

¹ The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which receive grants or other funding from or through the designated position's agency or department.

**ADDENDUM DESIGNATING OFFICIALS WHO
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Addendum provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

# of POSITIONS	POSITION TITLE/CONSULTANT	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])

RESOLUTION NO. 536
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

WHEREAS, the terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A;

WHEREAS, IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 4th day of December, 2014, by the following vote:

AYES: Dir. McEwen, Dir. Malloy, Dir. Dixon, Dir. Munnich, Dir. Kelley

NAYS: _____

ABSENT: _____


Robert Kelley, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED: 
Neal Dixon, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

RESOLUTION NO. 566
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE

The Political Reform Act, Government Code section 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of September 2016, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mike Mishler, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Mark Malloy, 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: Kathryn Drewry, Human Resources Specialist

DATE: December 7, 2017

**SUBJECT: CONSIDERATION AND APPROVAL OF PART TIME
SALARY SCHEDULE**

RECOMMENDATION

It is recommended the Board consider and approve the 2018 Part Time Salary Schedule based on the minimum wage increase.

BACKGROUND

On April 4, 2016 Governor Jerry Brown signed legislation referred to as Senate Bill (SB) 3 that will raise California's minimum wage to \$15/hour by 2022. Under the legislation, California's \$10/hour minimum wage increased to \$10.50 in January 2017 and will increase to \$11 on January 1, 2018. The minimum wage will then go up by a dollar each year until it reaches \$15/hour in 2022. It will continue to rise each year by the lesser of 3.5% and the rate of change in the averages of the most recent July 1 to June 30 period for the United States Bureau of Labor Statistics non-seasonally adjusted United States Consumer Price Index for Urban Wage Earners and Clerical Workers. Each adjusted minimum wage increase calculated under this subdivision shall take effect on the following January 1.

CA Minimum Wage	
2016	\$10.00
2017	\$10.50
2018	\$11.00
2019	\$12.00
2020	\$13.00
2021	\$14.00
2022	\$15.00
2023	\$15.00 + Index

ANALYSIS

The increase to the minimum wage in 2018 will be \$0.50. This increase will not significantly change the Salary Schedule; adjustments have been made to the classifications which fell under the 2018 rate or the positions that were affected by the increase. These positions are Recreation Leader I and II, Landscape/Custodian I, and Administrative Services Worker.

While reviewing the long-term impact, staff has determined that it would be in the District’s best interest to begin condensing classifications in 2019. The combination of classifications will follow through to the Full Time/Part Time Year-Round salary schedule. Staff will continue to bring updates and suggestions to the Personnel Committee to discuss the long-term impact.

FISCAL IMPACT

The fiscal impact of the minimum wage increasing in 2018 by \$0.50 will be approximately \$2,560. This number was achieved by analyzing the hours worked of employees working under the proposed 2018 Part Time Salary Schedule, specifically:

Classification	No. of EEs Under New Rate	2018 Rate	Hours Worked
Landscape Custodian I	1	\$11.00	295
Recreation Leader	30	\$11.00	4,951.5
Recreation Leader II	2	\$11.44	972.75

RECOMMENDATION

It is recommended that the Board consider and approve the 2018 Part Time Salary Schedule based on the minimum wage increase.

ATTACHMENTS

- 1) 2018 Part Time Salary Schedule (1 page)

PART TIME SALARY SCHEDULE

(TEMPORARY, SEASONAL, AND RESTRICTED)

CURRENT 2017 (\$10.50)		
OFFICE ASSISTANT	\$11.17	\$14.64
HUMAN RESOURCES GENERALIST	\$14.25	\$16.97
ADMINISTRATIVE SERVICE WORKER	\$10.50	\$50.00
RECREATION LEADER	\$10.50	\$13.37
RECREATION LEADER II	\$10.61	\$14.03
SENIOR LEADER	\$11.95	\$15.82
SENIOR LEADER II	\$13.82	\$18.30
LIFEGUARD I	\$11.19	\$13.60
LIFEGUARD II	\$11.41	\$15.10
WATER SAFETY INSTRUCTOR	\$12.56	\$16.61
AQUATIC CENTER ASSISTANT MANAGER	\$13.81	\$18.27
PARK RANGER	\$23.12	\$27.54
LANDSCAPE/CUSTODIAN I	\$10.50	\$13.37
LANDSCAPE/CUSTODIAN II	\$11.95	\$15.82

PROPOSED 2018 (\$11.00)		
OFFICE ASSISTANT	\$11.17	\$14.64
HUMAN RESOURCES GENERALIST	\$14.25	\$16.97
ADMINISTRATIVE SERVICE WORKER	\$11.00	\$50.00
RECREATION LEADER	\$11.00	\$13.37
RECREATION LEADER II	\$11.44	\$14.03
SENIOR LEADER	\$11.95	\$15.82
SENIOR LEADER II	\$13.82	\$18.30
LIFEGUARD I	\$11.19	\$13.60
LIFEGUARD II	\$11.41	\$15.10
WATER SAFETY INSTRUCTOR	\$12.56	\$15.26
AQUATIC CENTER ASSISTANT MANAGER	\$13.81	\$18.27
PARK RANGER	\$23.12	\$27.54
LANDSCAPE/CUSTODIAN I	\$11.00	\$13.37
LANDSCAPE/CUSTODIAN II	\$11.95	\$15.82

**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: December 7, 2017

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSAL AND SPECIFICATIONS FOR
LANDSCAPE MAINTENANCE SERVICES
EXCLUDING PLEASANT VALLEY FIELDS**

RECOMMENDATION

It is recommended that the Board review and approve the bid specifications for landscape maintenance services excluding Pleasant Valley Fields.

BACKGROUND

In FY 2008-2009 the District re-allocated funding from vacant Grounds positions to Professional Services and has continued this model. This funding initiated the utilization of contractual services to augment in-house staff with the goal of increasing the maintenance level the District provides at 25 of the District's 28 park sites.

Utilizing a blend of in-house and contractual support helped increase both service delivery and quality of standard maintenance in the parks. Staff evaluated the current landscape contract specifications and modified them to better suit the District's needs, allowing budgeted funds to be stretched to include more sites.

In July 2013, the modified contract identified 25 sites for maintenance which were utilized in the Request for Proposal (RFP) process. After receiving and completing the review of the RFP package, staff interviewed the top 3 responsible bidders. Quality Landscape Care was selected contractor for the level of service requested.

In November 2015, staff initiated a two (2) year contract with an original budget of \$162,360 (or \$13,333 monthly) for landscape maintenance services with Quality Landscape Care at twenty-five (25) District sites. This contract will expire February 2, 2018.

Currently, the District's maintenance contract requires the contractor to maintain the turf, trees and shrubs, clean walkways, and empty trash cans. This service is provided on a weekly basis, Monday through Friday. Additionally, the contractor provides herbicide chemicals as

needed for weed abatement and management. Staff has evaluated the current contract and initiated a number of modifications to better suit the District's maintenance needs. The modified contract, which calls for weekly maintenance services, along with two alternatives are being utilized in the Request for Proposal (RFP) process.

The RFP will request that contractors provide a cost breakdown for the following:

1. A once weekly turf maintenance service (mow, blow, edge, weed whip) at all District facilities excluding Freedom Park, Pleasant Valley Fields and Equestrian Park.
2. A once bi-weekly turf maintenance service (mow, blow, edge, weed whip) at all District facilities excluding Freedom, Pleasant Valley Fields, and Equestrian Park.
3. A basic once weekly service as currently provided.

ANALYSIS

During the preparation of the FY 2017-2018 Parks Budget, staff evaluated the current landscape maintenance service contract with the anticipation of initiating a RFP process for the current landscape maintenance contract prior to its expiration. Currently, there is \$415,596 allocated in the FY 2015-2018 budget for contract maintenance for all parks to include Pleasant Valley Fields.

Staff has developed the RFP and bid specifications for this landscape maintenance contract in a way that allows the District the option to reduce services at any of the site(s) identified to maintain adherence to the adopted fiscal budget.

With the increasing cost of minimum wage and the new prevailing wage laws, Quality Landscape Care had to raise their prices to stay in business. Their new rate to meet the District's current contract requirements would be \$15,720 monthly or \$188,640 yearly. The District allocated \$162,360 for the fiscal year 2017/18 for the maintenance of the 25 parks, with a difference of \$11,950 for the remainder of this fiscal year.

This approach has proven to be of benefit here in the District, allowing for a significant number of park facilities to be maintained by the contractor, reducing weekly routine mowing and other miscellaneous landscape duties, and allowing District staff the opportunity to pursue projects that otherwise would not be completed. Based on the success of the program, staff is recommending that the District continue contractual maintenance services.

ALTERNATIVE OPTIONS:

The Board may choose to take the alternative actions:

- Allow the current contract to expire and initiate a Request for Proposal (RFP) for contractual services.
- Extend the contract for good performance and negotiate a price for the one-year contract extension.
- Allow the contract to expire and to initiate District staff to maintain all park sites. This action would require the District to invest in both capital out-lay for equipment as well as additional staffing.

FISCAL IMPACT

The action before the Board at this time has no current fiscal impact however, it will have a fiscal impact when the bids come back.

RECOMMENDATION

It is recommended that the Board review and approve the bid specifications for landscape maintenance services excluding Pleasant Valley Fields.

ATTACHMENT

- 1) Request for Proposal (57 pages)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01**



**RFP RELEASE DATE:
December 11, 2017**

**PROPOSALS DUE:
2:00 P.M.
Tuesday, January 9, 2018**

**DELIVER PROPOSALS TO:
Administrative Office
Pleasant Valley Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010
Phone (805) 482-1996**

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PLEASANT VALLEY RECREATION AND PARK DISTRICT

NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance services.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the Parks Department office located at 480 Skyway Drive, Camarillo, California, (805) 482-1996, for a copy fee of \$0.25 per page or on the District website for free at: www.pvrpd.org.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. In order to be considered in the selection process, interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Tuesday, January 9th, 2018 at 2:00 pm**. No late proposals will be accepted. The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a sealed envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St.
Camarillo, CA 93010

PROPOSAL – DO NOT OPEN

Please note that FAXED RESPONSES WILL NOT BE ACCEPTED.

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from March 1, 2018 to the termination date of February 28, 2021 with the option to renew for up to a maximum of two (2) additional two (2)-year

periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

1.6 CONTRACTOR'S LICENSE

At the time of "Award of Contract", the Contractor must have a valid California State Contractor's License with a classification of "C-27" in accordance with Provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California.

1.7 AFFIRMATIVE ACTION

The District hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

- | | |
|--|---------------------------------|
| • Solicit Proposals for Services | December 11, 2017 |
| • Mandatory Job Walk | December 21, 2017 (9:00 am) |
| • Proposals Due | January 9, 2018 |
| • Review Proposals | January 11, 2018 |
| • Interviews (if needed) | January 15 th , 2018 |
| • Recommend Award to District Board | February 7, 2018 |
| • Issue Notice of Award/ Notice to Proceed | February 12, 2018 |
| • Contract Commences | February 26, 2018 |

1.9 RIGHT TO REJECT PROPOSAL(S)

The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals or in the proposal process should it deem this necessary for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of **sixty (60) days** after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District, and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall pay prevailing wages in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance for Ventura County. (Refer to Exhibit "B" - Special Requirements Item 19 for additional information).

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Field Crew Representative on Thursday **December 21, 2017 at 9:00 am**. All contractors shall meet **promptly at 8:45 am** at 1605 E Burnley Street, Camarillo, California 93010. Attendance of this Pre-Bid Walk-Through is mandatory in order to submit a proposal. Proposers must participate in the walk-through inspection and familiarize themselves with all conditions that may affect performance and proposal prices. Any proposal received from a business that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall examine carefully each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen **(15) days** from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

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

Failure of contractor to deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the

provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

1.15 INSURANCE

The contractor shall not commence work under the agreement until he has secured all insurance required. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers satisfactory to and first approved by the District in writing. **Certificates of insurance in the amounts required shall be furnished by the Contractor to the District** within fifteen (15) days from the date of written notice of the award and prior to commence of the work.

1.16 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.17 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license, State of California C-27 landscape Contractor's license and a pesticide applicators/operators certificate** for the duration of the contract.

Park Services Manager

Date

**PLEASANT VALLEY RECREATION AND PARK
LANDSCAPE MAINTENANCE SERVICES**

GENERAL REQUIREMENTS

- 1.17.1 Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
- 1.17.2 Each proposer is required to become familiar with the Scope of Services and requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
- 1.17.3 The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
- 1.17.4 Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
- 1.17.5 Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
- 1.17.6 The fee proposal shall be submitted in a separate, sealed envelope.
- 1.17.7 Proposals shall include a list of cities, counties or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person. A proposer must have a current (within past two years) landscape maintenance service contract with a local municipality of equivalent size and equivalent landscape services to be deemed a qualified company.
- 1.17.8 Proposals shall include a list of equipment that will be used for landscape maintenance in the District.
- 1.17.9 Proposals will be evaluated on the basis of:
- (a) Qualifications of the proposer

- (b) References
- (c) Proposed Fee
- (d) Completeness of the proposal and compliance with the required format.
- (e) Understanding of general Parks procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
- (f) Experience in landscape servicers for similar sized projects.
- (g) Experience and qualifications of the proposer and its work force members.

- 1.17.10 Upon receipt of the submittals, the District may select the most qualified proposer in a “one-step” process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified consultant as determined by District staff in its sole discretion.
- 1.17.11 Upon completion of the evaluation and selection process the District’s Park Services Manager will make a recommendation to the District Board regarding the award of the contract.
- 1.17.12 The District is not obligated to award a contract and reserves the right to reject all proposals.
- 1.17.13 Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
- 1.17.14 The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice acceptance of the proposal by the District and prior to commencing services.
- 1.17.15 The contract shall commence March 1, 2018 and end on February 28, 2021 with annual renewal options as described above.
- 1.17.16 The District desires a fair, equitable, competitive and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff’s recommendation for contract award, all contact with the District shall be through:

Nick Marienthal
 District Park Supervisor
 Pleasant Valley Recreation and Park
 1605 E. Burnley St., Camarillo, CA 93010
 Telephone: (805) 482-5396 Ext 304
 nmarienthal@pvrpd.org

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall examine carefully the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

1.17.17 All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal.

1. General Requirements (signed)
2. Proposal and Proposer's Certification (pages 10-17 in this RFP)
 - a. References' List
 - b. Equipment List

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.

SIGNATURE

DATE

NAME/TITLE (PRINT)

SIGNATURE

DATE

NAME/TITLE (PRINT)

COMPANY

ADDRESS

TELEPHONE NUMBER

CONTACT PERSON

PROPOSAL FORM

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

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

1. **FAMILIARITY WITH AGREEMENT REQUIREMENTS**

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

2. **BASIC CONTRACT**

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement, at the following prices:

A. <u>PARK AREAS</u>	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ _____
2. Arneil Ranch Park– 1301 Sweetwater Avenue	\$ _____
3. Birchview Park – 5564 Laurel Ridge Lane	\$ _____
4. Bob Kildee Park – 1030 Temple Avenue	\$ _____
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ _____
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ _____
7. Carmenita Park – Carmen/Sevilla	\$ _____
8. Charter Oak Park – 325 Charter Oak Drive	\$ _____
9. Community Center Park – 1605 E. Burnley St.	\$ _____
10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ _____
11. Encanto Park – Blanco/Encanto	\$ _____

12. Eldred Lokker Park – 848 Vista Coto Verde	\$
13. Foothill Park – 1501 Cranbrook St.	\$
14. Heritage Park – 1630 Heritage Trail	\$
15. Laurelwood Park – 2127 Dexter St.	\$
16. Mel Vincent Park – 668 Calistoga Rd	\$
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$
18. Nancy Bush Park – 1150 Bradford Ave.	\$
19. Pitts Ranch Park – 1400 Flynn Rd.	\$
20. Springville Park – Tierra Santa/Via Zamora	\$
21. Trailside Park – 5462 Cherry Ridge Drive	\$
22. Valle Lindo Park – 89 Aileen Street	\$
23. Woodcreek Park – 1200 Woodcreek Rd.	\$
24. Woodside Park – 247 Japonica Ave.	\$
25. Quito Park – 7073 Quito Court	\$
TOTAL MONTHLY - PARK AREAS	\$

COMPANY NAME: _____

TOTAL ANNUAL COST

\$ _____

TOTAL ANNUAL COST IN WORDS:

DOLLARS

3. EXTRA WORK

Extra Work as defined in the Agreement shall be at the following rates. These rates can be used for additions to, or deletions from the Agreement.

	ITEM		UNIT COST
1.	Turf Mowing by walking mower	\$	/sf.
2.	Turf Mowing by riding mower	\$	/sf.
3.	Turf Edging and Trimming	\$	/sf
4.	Turf Aeration		
	A. Core aerification – power driven or tractor-pulled	\$	/ac
	B. Solid tine – per acre (using ½” tine)	\$	/ac
5.	Fertilization		
	A. Turf Areas granular fertilizer for turf per acre		
	B. Shrub Areas – planter beds per 1,000 sf.	\$	/sf
	C. Ground Cover Areas - planter beds per 1,000 sf.	\$	/sf
6.	Turf Renovation (site preparation, seeding and top dressing)	\$	/sf
7.	Turf Sod - Furnish and Install	\$	/sf
8.	Thatch Removal – cost per acre	\$	/sf
9.	Turf Sod – Furnish and Install	\$	/sf
10.	Drag, Water, and Line Softball Infields	\$	/sf
	Weed Control – Cost per 1,000 sf		
	Weed Control – Cost per acre		
	Herbicide Application		
	A. Pocket Gophers	\$	/sf.
	B. Ground Squirrels	\$	/sf.
11.	Steam Clean/Pressure Wash Hardscape	\$	/sf
12.	Areas (sidewalks, patios) Steam Clean/Pressure Wash Litter/Trash	\$	/sf
13.	Receptacles Steam Clean/Pressure Wash Picnic Tables	\$	/sf
14.	Steam Clean/Pressure Wash Benches	\$	/sf
15.	Steam Clean/Pressure Wash District Entry Signs	\$	/sf

- 16. Clean and Pressure Wash Tennis Courts – per court
- 16. Plant Material - Furnish and Install
 - A. 1 Gallon Plant \$ /ea.
 - B. 5 Gallon Plant \$ /ea.
 - C. 15 Gallon Plant \$ /ea.
 - D. Flat of Groundcover \$ /ea.
 - E. Flat of Color Annuals \$ /ea.
 - F. Flat of 4" Potted Annuals \$ /ea.
 - G. 15 Gallon Tree - Standard Trunk \$ /ea.
 - H. 15 Gallon Tree - Multi-Trunk \$ /ea.
 - I. 24" Box Tree - Standard Trunk \$ /ea.
- 17. Labor Rates
 - A. Supervisor (day-to-day supervision) \$ /hr
 - B. Maintenance Worker \$ /hr
 - C. Irrigation Repair Specialist \$ /hr
 - D. Pesticide Operator \$ /hr
 - E. General Laborer \$ /hr
 - F. Equipment Operator (riding mower, tractor, dump truck, etc.) \$ /hr
 - G. Heavy Equipment Operator \$ /hr

Abbreviation: sf = square feet ac = acre ea. = each hr = hour cy = cubic yard

4. PROPOSER'S CERTIFICATION

The undersigned is prepared to satisfy the District Board of the Pleasant Valley Recreation and Park District of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the Pleasant Valley Recreation and Park District in accordance with the Contract Documents.

Name of Company _____

Address

Business Telephone Number _____

Company organized under the laws of the state of _____

By: _____ dated:
 President or Owner

By:

dated:

COMPANY NAME: _____

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME _____ COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE NUMBER _____

BUSINESS E-MAIL ADDRESS _____

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make and model year. Use additional sheets if necessary.

Date _____

SIGNATURE OF CONTRACTOR
Name: _____
Title _____
State Contractor's License #: _____

COMPANY NAME: _____

STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME _____ COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE NUMBER _____

BUSINESS E-MAIL ADDRESS _____

Proposer shall describe in full its plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages as necessary.

Date _____

SIGNATURE OF CONTRACTOR _____

Name _____

Title _____

State Contractor's License #: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

WHEREAS, the Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __ day of _____, 20__.

PRINCIPAL	SURETY
Address of Surety:	
	CITY STATE ZIP
	TELEPHONE
BY: _____ (PRINCIPAL SEAL)	BY: _____ (PRINCIPAL SEAL)

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

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

LANDSCAPE MAINTENANCE SERVICES

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ PRINCIPAL

_____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

SAMPLE

**CONTRACT SERVICES AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and _____ (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

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

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor,

incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident

combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened,

including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or

validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

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

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any

corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District office. Accordingly, should the District General Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District General Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND PARK
DISTRICT,
a municipal corporation

By: _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, 'General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"
SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

1. Adolfo Park – N. Adolfo/Alemendro
2. Arneil Ranch Park– 1301 Sweetwater Avenue
3. Birchview Park – 5564 Laurel Ridge Lane
4. Bob Kildee Park – 1030 Temple Avenue
5. Calleguas Creek Park – Avenida Valencia/Via Jacara
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.
7. Carmenita Park – Carmen/Sevilla
8. Charter Oak Park – 325 Charter Oak Drive
9. Community Center Park – 1605 E. Burnley St.
10. Dos Caminos Park – 2198 N. Ponderosa Rd.
11. Encanto Park – Blanco/Encanto
12. Eldred Lokker Park – 848 Vista Coto Verde
13. Foothill Park – 1501 Cranbrook St.
14. Heritage Park – 1630 Heritage Trail

15. Laurelwood Park – 2127 Dexter St.
16. Mel Vincent Park – 668 Calistoga Rd
17. Mission Oaks Park – 5501 Mission Oaks Blvd.
18. Nancy Bush Park – 1150 Bradford Ave.
19. Pitts Ranch Park – 1400 Flynn Rd.
20. Springville Park – Tierra Santa/Via Zamora
21. Trailside Park – 5462 Cherry Ridge Drive
22. Valle Lindo Park – 89 Aileen Street
23. Woodcreek Park – 1200 Woodcreek Rd.
24. Woodside Park – 247 Japonica Ave.
25. Quito Park – 7073 Quito Court

- Turf Management (weekly; mowing, trimming, fertilizing)
- Hardscape Management (routine blowing, litter and trash removal,
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Weed Abatement and Trash Receptacles (once a week)

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, planter areas, trees, shrubs, surface in the play equipment, weeds, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Appendix 1 – “Facilities Descriptions”.

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The District will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Parks Yard or on other District-owned property.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for replacing it back to original condition.

EXHIBIT "B"
SPECIAL REQUIREMENTS

1. **LEVEL OF MAINTENANCE**

- (A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

- (B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "2" of this Agreement, shall be used to evaluate the Contractor's performance.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

S	M	T	W	TH	F	S

INSPECTOR: _____ DATE: _____

Item to be Checked (Use the following page to record a brief description of the necessary repairs)	OK	Date Corrected	Deficiency Noted
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned.			
Walkways			
1. Even walking surface, clear of debris.			
2. Raised concrete or asphalt.			
Tree Condition			
1. Low hanging branches / dead limbs.			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No, rust spots, or holes			
Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not			
OTHER CONCERNS: List them on a back sheet of this paper			
1.No Concerns			
2.Problem Fixed			
3.Potential Concerns			
4.Broken / Degraded			
5.Work Order Generated			
6.Requires Immediate Attention			

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

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

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.

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

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

- 1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

- 2) The Contractor's employees shall wear hard-soled shoes at all times while on District's property. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Park Services Manager or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

- 1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided Five (5) days a week
- 2) Landscape Maintenance Areas - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for District Parks, Community Center, shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday,

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Park Services Manager or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District. The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site

and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

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

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District

and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION N/A

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. and after 7:00 p.m. or such other time as directed by the Park Services Manager.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

9. AIR POLLUTION

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

B. Responsibility. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the District may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense

10. HAULING

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

12. AUTHORITY OF THE PARK SERVICES MANAGER

The Park Services Manager or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be

desired that he give direction, orders within the scope of these specifications may be given by the Park Services Manager or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Parks Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or

(b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be at the rates set forth below which shall not be increased. Should the District exercise its option to one or both of the two-year optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term.

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

A. <u>PARK AREAS</u>	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ _____
2. Arneill Ranch Park– 1301 Sweetwater Avenue	\$ _____
3. Birchview Park – 5564 Laurel Ridge Lane	\$ _____
4. Bob Kildee Park – 1030 Temple Avenue	\$ _____
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ _____
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ _____
7. Carmenita Park – Carmen/Sevilla	\$ _____
8. Charter Oak Park – 325 Charter Oak Drive	\$ _____
9. Community Center Park – 1605 E. Burnley St.	\$ _____
10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ _____
11. Encanto Park – Blanco/Encanto	\$ _____
12. Eldred Lokker Park – 848 Vista Coto Verde	\$ _____
13. Foothill Park – 1501 Cranbrook St.	\$ _____
14. Heritage Park – 1630 Heritage Trail	\$ _____
15. Laurelwood Park – 2127 Dexter St.	\$ _____

16. Mel Vincent Park – 668 Calistoga Rd	\$ _____
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ _____
18. Nancy Bush Park – 1150 Bradford Ave.	\$ _____
19. Pitts Ranch Park – 1400 Flynn Rd.	\$ _____
20. Springville Park – Tierra Santa/Via Zamora	\$ _____
21. Trailside Park – 5462 Cherry Ridge Drive	\$ _____
22. Valle Lindo Park – 89 Aileen Street	\$ _____
23. Woodcreek Park – 1200 Woodcreek Rd.	\$ _____
24. Woodside Park – 247 Japonica Ave.	\$ _____
25. Quito Park – 7073 Quito Court	\$ _____
TOTAL MONTHLY - PARK AREAS	\$ _____

B. MONTHLY COST (Items A-E above)

**ITEM COST
PER MONTH**

1. PARK AREAS – (A)	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL MONTHLY COST (Items B.1 - B.4)	\$ _____

C. TOTAL ANNUAL COST

\$ _____

EXTRA WORK

Extra Work shall be at the following rates. These rates can be used for additions to or deletions from the Agreement.

ITEM	UNIT COST
1. Turf Mowing by walking mower	\$ _____ /sf
2. Turf Mowing by riding mower	\$ _____ /sf.
3. Turf Edging and Trimming	\$ _____ /sf
4. Turf Aeration	\$ _____ /sf.
5. Steam Clean/Pressure Wash Hardscape Areas (sidewalks, patios)	\$ _____ /sf
6. Steam Clean/Pressure Wash Litter/Trash Receptacles	\$ _____ /sf
7. Steam Clean/Pressure Wash Picnic Tables	\$ _____ /sf
8. Steam Clean/Pressure Wash Benches	\$ _____ /sf
9. Steam Clean/Pressure wash District Entry Signs	\$ _____ /sf
10. Fertilization	
A. Turf Areas	\$ _____ /sf
B. Shrub Areas	\$ _____ /sf
C. Ground Cover Areas	\$ _____ /sf
11. Drag, Water & Line Softball Infield	\$ _____ /sf
12. Turf Renovation (site preparation, seeding and top dressing)	\$ _____ /sf
13. Turf Sod - Furnish and Install	\$ _____ /sf
14. Plant Material - Furnish and Install	
A. 1 Gallon Plant	\$ _____ /ea.
B. 5 Gallon Plant	\$ _____ /ea.
C. 15 Gallon Plant	\$ _____ /ea.
D. Flat of Groundcover	\$ _____ /ea.
E., Flat of Color Annuals	\$ _____ /ea.
F. Flat of 4" Potted Annuals	\$ _____ /ea.
G. 15 Gallon Tree - Standard Trunk	\$ _____ /ea.
H. 15 Gallon Tree - Multi-Trunk	\$ _____ /ea.
I. 24" Box Tree - Standard Trunk	\$ _____ /ea.
15. Labor Rates	
A. Supervisor (day to day supervision)	\$ _____ /hr
B. Streetscape Maintenance Worker	\$ _____ /hr
C. Irrigation Repair Specialist	\$ _____ /hr
D. Pesticide Operator	\$ _____ /hr
E. General Laborer	\$ _____ /hr
F. Light Equipment Operator (riding mower, Tractor, dump truck, etc.)	\$ _____ /hr
G. Heavy Equipment Operator	\$ _____ /hr

(a) Weed Removal/Abatement

Upon the option and written authorization from District, Contractor shall cut and remove grass/weed material growing on various park lots. This would be in conjunction weed abatement program managed by the District.

A.	Tractor Mounted Mower with Operator	\$ _____	/sf.
B.	Walking Mower with Operator	\$ _____	/sf.
C.	Power String Trim – edging	\$ _____	/lf.
D.	Power String Trim - weed cutting	\$ _____	/sf.
E.	Remove and Dispose of Material after cutting	\$ _____	/cy

Abbreviation: sf = square feet lf = lineal feet ea. = each hr = hour cy = cubic yard

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) (5 days per week).

1) Turf Management

Service Level

- | | |
|----------------------------|--|
| (a) Mowing | Once a week any day of the week or M-F |
| (b) Turf edging & trimming | Once a week any day of the week or M-F |
| (c) Recreation Turf | Daily (M-F) |
| (d) Renovation | As directed by District |
| (e) Turf irrigation | Managed by automation as needed |
| (f) Litter & leaf pick-up | As needed |
| (g) Turf fertilization | Two times annually - chemically balanced |
| (h) Aeration | Twice annually |

2) Hardscape Management

Service Level

- | | |
|----------------------------|--|
| (a) Parking Lots | Inspected (1 day per week, including curbs) |
| (b) Picnic Shelters | Includes garbage cans emptied (1 day per week) |
| (c) Walkways & patios | Cleared (1 day per week) |
| (d) Play areas, sand areas | Inspections and rake thoroughly (1 day per week) |

3) Trees, Shrubs & Ground Cover Areas

Service Level

- | | |
|----------------------------|---------|
| (a) Shrub Maintenance | Monthly |
| (b) Ground Cover (weeding) | Weekly |
| (c) Cultivation | Monthly |
| (d) Pruning | Weekly |

5) Park and Other Equipment

Service Level

- | | |
|----------------------|--|
| (c) Trash Containers | Emptied, cleaned or replaced as needed |
|----------------------|--|

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Park Services Manager or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Services Manager or his designee no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"
TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. TURF MANAGEMENT

(a) Mowing - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) Turf Edging, Trimming and Weed Whacking - Turf edging, trimming and weed whacking shall be performed once per week concurrently with mowing. All valve boxes, light poles, any obstacle that are in the turf areas need to be weed whacked, edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) Recreation Turf - These areas shall be inspected daily on designated mow days for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) Renovation - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) Litter and Leaf Pick-up - Litter and leaf pick-up shall be performed on designated mow days to maintain a neat and clear appearance.

2. HARDSCAPE MANAGEMENT

(a) Parking Lots - All parking lots shall be inspected on designated mow days (M-F). All weeds growing in cracks shall be removed weekly or sprayed with Round-up.

(b) Picnic Shelters – Picnic shelter surfaces shall be inspected daily on designated mow days for litter and trash pick-up. Garbage cans shall be emptied on designated mow days.

(c) Walkways and Patios – All walkways and patios shall be kept clean of litter, debris, weeds and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately.

3. TREES, SHRUBS AND GROUND COVER AREAS

(a) Shrub Maintenance – All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application

of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized two (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover – All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4”) of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized two (2) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation – Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least twice a year to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Pruning – All street and parkway trees are pruned under a separate contract. Emergency work and/or safety clearance pruning maybe authorized by the Park Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District’s representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District’s representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District’s representative.

(e) Tree Protection – Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District’s representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

5. PARK AND OTHER EQUIPMENT

(a) Trash Containers - All trash containers shall be emptied daily on designated mow days. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied.

(b) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be written down and put on safety inspection sheet.

6. WEED ABATEMENT

(a) Weed Abatement - Contractor shall inspect 1 day per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

PROPOSER

- 1) Name of Proposer _____
- 2) Address of Proposer _____

- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or _____ Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

- 1. Name in full _____
- 2. Address _____
- 3. Birth date _____ Place of Birth _____
- 4. Social Security No. _____
- 5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?
 Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No., and State driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in California?
Yes No If so, as of what date? _____
4. The corporation is held: Publicly Privately
5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____

2. Joint Venture Agreement or Statement recorded? Yes No

Date	Book	Page	County

3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. Name and address of each Joint Venturer:

Name	Address

If a Joint Venturer is a Partnership or Corporation, complete pages 22 or 23 as applicable.

5. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 4 above.
6. Attach a complete copy of the Joint Venture Agreement.
7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Supervisor

DATE: December 7, 2017

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

RECOMMENDATION

It is recommended the Board review and approve the Request for Proposal specifications for landscape maintenance services for the Pleasant Valley Fields Sports Complex.

BACKGROUND

In 2009 during the construction phase of the Pleasant Valley Fields Sports Complex, staff evaluated a number of scenarios to properly maintain the 55.6-acre sports complex. After determining the expenses required for staff hours and equipment needs, a decision was made to consider contract maintenance as a viable alternative. The initial evaluation identified that contractual landscape maintenance of the site would result in a significantly lower cost to the District.

Upon the completion of the construction phase of Pleasant Valley Fields at the Board meeting on October 2009, the Board of Directors approved the Bid Specifications for Pleasant Valley Fields Landscape Maintenance and directed staff to initiate the request for proposal process for the landscape maintenance of the site. Proposals were due October 17th, 2009 and staff received six viable proposals. On November 6th, 2009 with the Ad-hoc committee, staff conducted interviews with the proposing landscape companies. Valley Crest was selected as the most qualified landscape company to carry out the landscape services for Pleasant Valley Fields based on experience, ability to “do the job,” an understanding of turf management, and familiarity with turf equipment.

At the special Board meeting on November 17th, 2009, staff recommended that the Board review and approve the Professional Services Agreement between the District and Valley Crest Landscape Maintenance for landscape maintenance at Pleasant Valley Fields. The Board voted to authorize the General Manager to enter into a professional service agreement with Valley Crest Landscape Maintenance for the landscape maintenance services of Pleasant Valley Fields.

This initial agreement had a term of three (3) years with extension options. The original agreement was then amended and extended again with Valley Crest in 2014 with the addition of restroom janitorial services and a 4% overall contract cost reduction. This current contract agreement is set to expire November 30th, 2017. The District has currently negotiated with BrightView Landscape Maintenance (formally known as Valley Crest Landscape Maintenance)

to maintain continuous service until the new landscape service bid has been awarded. It is staff's goal to initiate the bid proposal process immediately to allow for appropriate time to receive and review proposals to provide the Board with a recommendation for bid award at the January 2018 regular Board meeting.

ANALYSIS

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

ITEM	CURRENT CONTRACT	NEW CONTRACT REQUIREMENT
Turf Aeration x per year	3 x with solid tines 3 x with coring tines	Sports turf - 8 x with coring tines Ornamental turf- 1x
Fertilization x per year	Sports turf 6x Shrubs & groundcover 2x	Sports turf 8x Shrubs & groundcover 4x
Softball Field Set-up	As an addendum	Inclusive
Restroom cleaning	As an addendum	Inclusive

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

The all-inclusive hourly costs for contractual landscape maintenance services generally range from \$17.00 to \$30.00 per hour. Variables such as type of work, project size, and contract length along with profit margin and overhead all impact hourly pricing. However, with the newly implemented state level changes regarding prevailing and minimum wage requirements with consideration of the current economic climate and changes made to the contract, staff is anticipating a marginal 8-12% increase in overall cost to the contract.

FISCAL IMPACT

The action before the Board at this time has no current fiscal impact however, it will have a fiscal impact when the bids come back.

RECOMMENDATION

It is recommended the Board review and approve the Request for Proposal specifications for landscape maintenance services for the Pleasant Valley Fields Sports Complex.

ATTACHMENT

- 1) Request for Proposal (64 pages)

**PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

REQUEST FOR PROPOSALS

FOR

**LANDSCAPE MAINTENANCE AND JANITORIAL
SERVICES FOR PLEASANT VALLEY FIELDS SPORTS
COMPLEX**

SPECIFICATION NO. 18-02



**RFP RELEASE DATE:
December 11, 2017**

**PROPOSALS DUE:
2:00 P.M.
Thursday, January 11, 2018**

**DELIVER PROPOSALS TO:
Administrative Office
Pleasant Valley Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010
Phone (805) 482-1996**

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PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTICE INVITING PROPOSALS FOR
LANDSCAPE MAINTENANCE SERVICES

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance and janitorial services for Pleasant Valley Fields Sports Complex per the attached Proposal Terms and Conditions and Specifications.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the Parks Department office located at 480 Skyway Drive, Camarillo, California, (805) 482-1996, for a copy fee of \$0.25 per page or on the District website for free at: www.pvrpd.org.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. In order to be considered in the selection process, interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Thursday, January 11, 2018 at 2:00 pm**. No late proposals will be accepted. The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a sealed envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St.
Camarillo, CA 93010

PROPOSAL – DO NOT OPEN

Please note that FAXED RESPONSES WILL NOT BE ACCEPTED.

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from February 12, 2018 to the termination date of February 11, 2021 with the option to renew for up to a maximum of two (2)

additional two (2)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

1.6 CONTRACTOR'S LICENSE

At the time of "Award of Contract", the Contractor must have a valid California State Contractor's License with a classification of "C-27" in accordance with Provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California.

1.7 AFFIRMATIVE ACTION

The District hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

- | | |
|--|--|
| • Solicit Proposals for Services | December 11, 2017 |
| • Mandatory Job Walk | December 19, 2017 |
| • Proposals Due | January 11, 2018 |
| • Review Proposals | January 15, 2018 |
| • Interviews (if needed) | January 22 & 23 rd , 2018 (week of) |
| • Recommend Award to District Board | February 7, 2018 |
| • Issue Notice of Award/ Notice to Proceed | February 12, 2018 |
| • Contract Commences | February 26, 2018 |

1.9 RIGHT TO REJECT PROPOSAL(S)

The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals or in the proposal process should it deem this necessary for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of **sixty (60) days** after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District, and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall pay prevailing wages in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance for Ventura County. (Refer to Exhibit "B" - Special Requirements Item 19 for additional information).

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Field Crew Representative on **Tuesday, December 19th, 2017 at Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet **promptly at 9:30 am** at the parking lot located at the western end of the park. Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a business that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall examine carefully each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

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

Failure of contractor to deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as

required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

1.15 INSURANCE

The contractor shall not commence work under the agreement until he has secured all insurance required. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers satisfactory to and first approved by the District in writing. **Certificates of insurance in the amounts required shall be furnished by the Contractor to the District within fifteen (15) days from the date of written notice of the award and prior to commencement of the work.**

1.16 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.17 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license, State of California C-27 landscape Contractor's license and a pesticide applicators/operators certificate** for the duration of the contract.

Park Services Manager

Date

**PLEASANT VALLEY RECREATION AND PARK
LANDSCAPE MAINTENANCE SERVICES**

GENERAL REQUIREMENTS

1. Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
2. Each proposer is required to become familiar with the Scope of Services and requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
3. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
4. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
5. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
6. The fee proposal shall be submitted in a separate, sealed envelope.
7. Proposals shall include a list of cities, counties or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person. A proposer must have a current (within past two years) landscape maintenance service contract with a local municipality of equivalent size and equivalent landscape services to be deemed a qualified company.
8. Proposals shall include a list of equipment that will be used for landscape maintenance used at Pleasant Valley Fields.
9. Proposals will be evaluated on the basis of:
 - a. Qualifications of the proposer
 - b. References

- c. Proposed Fee -The District need not select the lowest cost proposal, but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
 - f. Experience in landscape servicers for similar sized projects.
 - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
10. Upon receipt of the submittals, the District may select the most qualified proposer in a “one-step” process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified consultant as determined by District staff in its sole discretion.
 11. Upon completion of the evaluation and selection process the District’s Park Supervisor will make a recommendation to the District Board regarding the award of the contract.
 12. The District is not obligated to award a contract and reserves the right to reject all proposals.
 13. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
 14. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice acceptance of the proposal by the District and prior to commencing services.
 15. The contract shall commence February 12, 2018 and end on February 11, 2021 with annual renewal options as described above.
 16. The District desires a fair, equitable, competitive and timely contract award. Therefore, from the time the District issues the Request For Proposals and until the District Board receives District Staff’s recommendation for contract award, all contact with the District shall be through:

Matthew Parker
 District Park Supervisor
 Pleasant Valley Recreation and Park
 1605 E. Burnley St. Camarillo, CA 93010
 Telephone: (805) 482-1996 ext. 302
 mparker@pvrrpd.org

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall examine carefully the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

17. All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal.

1. General Requirements (signed)
2. Proposal and Proposer's Certification (pages 10-17 in this RFP)
 - a. Statement of Experience (References' List)
 - b. Equipment List
 - c. Statement of Transition Plan
 - d. Faithful Performance Bond (see Bonding Requirements in section 15 of Notice of Invitation of Proposals on page 4)

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.

SIGNATURE

DATE

NAME/TITLE (PRINT)

SIGNATURE

DATE

NAME/TITLE (PRINT)

COMPANY

ADDRESS

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

TELEPHONE NUMBER

CONTACT PERSON

COMPANY NAME: _____

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

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

1. **FAMILIARITY WITH AGREEMENT REQUIREMENTS**

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

2. **BASIC CONTRACT**

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

A. <u>PARK AREA & RESTROOM FACILITIES</u>	ITEM COST PER MONTH
1. Landscape Maintenance (as identified in exhibits D&E)	\$ _____
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)	\$ _____
3. Restroom Janitorial Service	\$ _____

COMPANY NAME: _____

TOTAL MONTHLY COST (A.1-A.3) \$ _____

B. TOTAL ANNUAL COST \$ _____

TOTAL ANNUAL COST IN WORDS:

_____ DOLLARS

3. EXTRA WORK

Extra Work as defined in the Agreement shall be at the following rates. These rates can be used for additions to, or deletions from the Agreement.

	ITEM		UNIT COST
1.	Turf Mowing by walking mower	\$	/sf.
2.	Turf Mowing by riding mower	\$	/sf.
3.	Turf Edging and Trimming	\$	/sf
4.	Turf Aeration		
	A. Core aerification – power driven or tractor-pulled	\$	/ac
	B. Solid tine – per acre (using ½” tine)	\$	/ac
5.	Fertilization		
	A. Turf Areas granular fertilizer for turf per acre		
	B. Shrub Areas – planter beds per 1,000 sf.	\$	/sf
	C. Ground Cover Areas - planter beds per 1,000 sf.	\$	/sf
6.	Turf Renovation (site preparation, seeding and top dressing)	\$	/sf
7.	Turf Sod - Furnish and Install	\$	/sf
8.	Thatch Removal – cost per acre	\$	/sf
9.	Turf Sod – Furnish and Install	\$	/sf
10.	Drag, Water, and Line Softball Infields	\$	/sf
	Weed Control – Cost per 1,000 sf		
	Weed Control – Cost per acre		
	Herbicide Application		
	A. Pocket Gophers	\$	/sf.
	B. Ground Squirrels	\$	/sf.
11.	Steam Clean/Pressure Wash Hardscape	\$	/sf
12.	Areas (sidewalks, patios)		/sf
	Steam Clean/Pressure Wash Litter/Trash	\$	
13.	Receptacles		
	Steam Clean/Pressure Wash Picnic Tables	\$	/sf
14.	Steam Clean/Pressure Wash Benches	\$	/sf
15.	Steam Clean/Pressure Wash District Entry Signs	\$	/sf
16.	Clean and Pressure Wash Tennis Courts – per court		
17.	Plant Material - Furnish and Install		
	A. 1 Gallon Plant	\$	/ea.
	B. 5 Gallon Plant	\$	/ea.
	C. 15 Gallon Plant	\$	/ea.
	D. Flat of Groundcover	\$	/ea.
	E. Flat of Color Annuals	\$	/ea.
	F. Flat of 4” Potted Annuals	\$	/ea.

- | | | | | |
|-----|----|--|----------|------|
| | G. | 15 Gallon Tree - Standard Trunk\ | \$ | /ea. |
| | H. | Sod Replacement (Hybrid Bermuda GN1) | \$ _____ | |
| | | sq. ft. | | |
| | I. | 15 Gallon Tree - Multi-Trunk | \$ | /ea. |
| | | 24" Box Tree - Standard Trunk | \$ | /ea. |
| 18. | | Irrigation – Furnish and install | | |
| | A. | 1" Brass Valve Installed w/box & lid | \$ _____ | |
| | B. | One 1 ½" Brass Valve Installed w/box & lid | \$ _____ | |
| | C. | 100' Trench 18" deep maximum pipe to 1" diameter | \$ _____ | |
- All installed irrigation and plant material shall have a one (1) year guarantee for replacement.
The undersigned hereby respectfully submits this proposal, including all required attachments.
19. Labor Rates
- | | | | | |
|--|----|--|----|-----|
| | A. | Supervisor (day-to-day supervision) | \$ | /hr |
| | B. | Maintenance Worker | \$ | /hr |
| | C. | Irrigation Repair Specialist | \$ | /hr |
| | D. | Pesticide Operator | \$ | /hr |
| | E. | General Laborer | \$ | /hr |
| | F. | Equipment Operator (riding mower, tractor, dump truck, etc.) | \$ | /hr |
| | G. | Heavy Equipment Operator | \$ | /hr |

Abbreviation: sf = square feet ac = acre ea. = each hr = hour cy = cubic yard

4. **PROPOSER'S CERTIFICATION**

The undersigned is prepared to satisfy the District Board of the Pleasant Valley Recreation and Park District of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the Pleasant Valley Recreation and Park District in accordance with the Contract Documents.

Name of Company _____

Address _____

Business Telephone Number _____

Company organized under the laws of the state of _____

By: _____ dated: _____
President or Owner

By: _____ dated: _____

COMPANY NAME: _____

STATEMENT OF EXPERIENCE

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME _____ COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE NUMBER _____

BUSINESS E-MAIL ADDRESS _____

1. List contracts of a similar type - either currently held or held within the past ten (10) years.

<u>PERIOD OF CONTRACT (FROM/TO)</u>	<u>PUBLIC AGENCY/COMPANY</u>	<u>CONTACT NAME AND PHONE NUMBER</u>	<u>CONTRACT TYPE</u>	<u>CONTRACT AMOUNT</u>

Date _____

SIGNATURE OF CONTRACTOR

Name: _____

Title: _____

State Contractor's License #: _____

COMPANY NAME: _____

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME _____ COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE NUMBER _____

BUSINESS E-MAIL ADDRESS _____

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make and model year. Use additional sheets if necessary.

Date _____

SIGNATURE OF CONTRACTOR

Name: _____

Title _____

State Contractor's License #: _____

COMPANY NAME: _____

STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME _____ COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE NUMBER _____

BUSINESS E-MAIL ADDRESS _____

Proposer shall describe in full its plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages as necessary.

Date _____

SIGNATURE OF CONTRACTOR _____

Name _____

Title _____

State Contractor's License #: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES (PV Fields Sports Complex);**

WHEREAS, the Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____, 20____.

_____ **PRINCIPAL**

_____ **SURETY**

Address of Surety: _____

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

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

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

**LANDSCAPE MAINTENANCE SERVICES (PV FIELDS SPORTS
MAINTENANCE)**

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ PRINCIPAL

_____ SURETY

_____ ADDRESS OF SURETY

_____ CITY STATE ZIP

_____ TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

SAMPLE

PLEASANT VALLEY RECREATION AND PARK DISTRICT CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and _____ (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

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

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class

VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 **RECORDS AND REPORTS**

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

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

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND
PARK DISTRICT,
a municipal corporation

By: _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"

SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement for the Pleasant Valley Fields Sports Complex located at 200 Westpark Court, Camarillo, California 93012.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

- Turf Management (routine mowing, trimming, fertilizing, and watering)
- Hardscape Management (routine sweeping, litter and trash removal, and pressure washing)
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Irrigation - Operation and Maintenance (includes parts and labor for daily irrigation wear and tear)
- Ball-diamond Maintenance (off season maintaining, pre-season rehabilitation, sports period maintenance)
- Building/Restrooms (routine trash removal including trash bags) Toilet paper and hand soap will be provided by the owner for contractor to install,
- Weed Abatement and Trash Receptacles

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, mulch, seed, chalk, brick dust, wood chips, decomposed granite, light bulbs, irrigation controller batteries and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, irrigation systems, planter areas, trees, shrubs, play equipment, park furniture, drinking fountains, barbecues, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Exhibit "A".

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement includes all aspects of irrigation.

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Irrigation

All facility areas shall be irrigated as required to maintain adequate growth and appearance of all areas subject to this Agreement subject to all applicable drought restrictions. Irrigation shall be accomplished in accordance with local water authority guidelines. Irrigation maintenance shall include but not be limited to: operation of the system (both potable and non-potable water), adjustments, repairs, modifications, improvements, all components (from connection at meters, including but not limited to: controllers, remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment), and other irrigation maintenance work as required.

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water surfactants and humectants, fertilizers, herbicides, fungicides, herbicides, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.
- (B) All parts necessary for the repair and proper maintenance of all irrigation systems.
- (C) All trash bags, (routine trash removal including trash bags and all cleaning materials used for cleaning of the restrooms,) Toilet paper and hand soap will be provided by the owner for contractor to install,

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings they are responsible for replacing it back to original condition.

EXHIBIT "B"

SPECIAL REQUIREMENTS

1. LEVEL OF MAINTENANCE

(A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

(B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "1" of this Agreement, shall be used to evaluate the Contractor's performance.

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

S	M	T	W	TH	F	S

INSPECTOR: _____ DATE: _____

Item to be Checked (Use the following page to record a brief description of the necessary repairs)	OK	Date Corrected	Deficiency Noted
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned			
Walkways			
1. Even walking surface, clear of debris			
2. Raised concrete or asphalt			
Tree Condition			
1. Low hanging branches / dead limbs			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No, rust spots, or holes			
Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not			
OTHER CONCERNS: List them on a back sheet of this paper			
1.No Concerns			
2.Problem Fixed			
3.Potential Concerns			
4.Broken / Degraded			
5.Work Order Generated			
6.Requires Immediate Attention			

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

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.
- Failure to protect public health and/or correct safety concerns. These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- Failure to comply with water restrictions imposed by the Water Authority. May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

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

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

2) The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.

3) The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Parks Supervisor or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided seven (7) days a week. Park buildings and restrooms shall be maintained daily seven (7) days per week as described in Technical Provisions (Exhibit "E"), Part 8.

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Contract Officer or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District.

The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

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

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

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematicides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION

Contractor shall be responsible for establishing watering time lengths for manual and automatic irrigation systems. Watering time lengths shall be adjusted based upon weather, usage, plant material type, soil condition, shade and output volume of water by the irrigation head type. Contractor shall keep watering equipment (pipe, valves, irrigation heads, irrigation controllers) in good working order. The District shall be promptly notified of any

water leaks. No watering shall occur when it is raining nor shall watering conflict with pre-scheduled sports activities.

Contractor shall minimize the use of water during maintenance operations. The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the District. In keeping with the municipal NPDES requirements, washing down equipment is discouraged. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment or a facility area into either a storm drainage or sanitary sewage system.

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. and after 7:00 p.m. or such other time as directed by the Parks Supervisor.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

9. AIR POLLUTION

Contractor shall comply with all Ventura County air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

10. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

11. AUTHORITY OF THE PARK SUPERVISOR

The Park Supervisor or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he give direction, orders within the scope of these specifications may be given by the Park Supervisor or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

12. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Park Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

13. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

14. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

15. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)

B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)

C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)

D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

16. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

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

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

A. <u>PARK AREA & RESTROOM FACILITIES</u>	ITEM COST PER MONTH
1. Landscape Maintenance (as identified in exhibits D&E)	\$ _____
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)	\$ _____
3. Restroom Janitorial Service	\$ _____

COMPANY NAME: _____

TOTAL MONTHLY COST (A.1-A.3) \$ _____

B. TOTAL ANNUAL COST \$ _____

TOTAL ANNUAL COST IN WORDS:

_____ DOLLARS

EXTRA WORK

Extra Work shall be at the following rates. These rates can be used for additions to or deletions from the Agreement.

ITEM	UNIT COST
1. Turf Mowing by walking mower	\$ _____ /sf
2. Turf Mowing by riding mower	\$ _____ /sf.
3. Turf Edging and Trimming	\$ _____ /sf
4. Turf Aeration	\$ _____ /sf.
5. Steam Clean/Pressure Wash Hardscape	\$ _____ /sf
Areas (sidewalks, patios)	
6. Steam Clean/Pressure Wash Litter/Trash	\$ _____ /sf
Receptacles	
7. Steam Clean/Pressure Wash Picnic Tables	\$ _____ /sf
8. Steam Clean/Pressure Wash Benches	\$ _____ /sf
9. Steam Clean/Pressure wash District Entry Signs	\$ _____ /sf
10. Fertilization	
A. Turf Areas	\$ _____ /sf
B. Shrub Areas	\$ _____ /sf
C. Ground Cover Areas	\$ _____ /sf
11. Drag, Water & Line Softball Infield	\$ _____ /sf
12. Turf Renovation (site preparation, seeding and top dressing)	\$ _____ /sf
13. Turf Sod - Furnish and Install	\$ _____ /sf
14. Plant Material - Furnish and Install	
A. 1 Gallon Plant	\$ _____ /ea.
B. 5 Gallon Plant	\$ _____ /ea.
C. 15 Gallon Plant	\$ _____ /ea.
D. Flat of Groundcover	\$ _____ /ea.
E. Flat of Color Annuals	\$ _____ /ea.
F. Flat of 4" Potted Annuals	\$ _____ /ea.
G. 15 Gallon Tree - Standard Trunk	\$ _____ /ea.
H. 15 Gallon Tree - Multi-Trunk	\$ _____ /ea.
I. 24" Box Tree - Standard Trunk	\$ _____ ea.
15. Irrigation	\$ _____ ea.
A. 1" Brass Valve Installed w/box & lid	\$ _____ ea.
B. One 1 1/2" Brass Valve Installed w/box & lid	\$ _____ ea.
C. 100' Trench 18" deep maximum pipe to 1" diameter	\$ _____ ea.

16.	Labor Rates		
A.	Supervisor (day to day supervision)	\$ _____	/hr
B.	Streetscape Maintenance Worker	\$ _____	/hr
C.	Irrigation Repair Specialist	\$ _____	/hr
D.	Pesticide Operator	\$ _____	/hr
E.	General Laborer	\$ _____	/hr
F.	Light Equipment Operator (riding mower, Tractor, dump truck, etc.)	\$ _____	/hr
G.	Heavy Equipment Operator	\$ _____	/hr

All installed irrigation and plant material shall have a one (1) year guarantee for replacement.

Weed Removal/Abatement

Upon the option and written authorization from District, Contractor shall cut and remove grass/weed material growing on various park lots. This would be in conjunction weed abatement program managed by the District.

A.	Tractor Mounted Mower with Operator	\$ _____	/sf.
B.	Walking Mower with Operator	\$ _____	/sf.
C.	Power String Trim – edging	\$ _____	/lf.
D.	Power String Trim - weed cutting	\$ _____	/sf.
E.	Remove and Dispose of Material after cutting	\$ _____	/cy

Abbreviation: sf = square feet lf = lineal feet ea. = each hr = hour cy = cubic yard

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Exhibit "A".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

1) Turf Management

Service Level

- (a) Mowing Once a week any day of the week or M-F
- (b) Turf edging & trimming Once a week any day of the week or M-F
- (c) Recreation Turf Daily (M-F)
- (d) Renovation As directed by District
- (e) Turf irrigation Daily 7 Days per week
- (f) Litter & leaf pick-up As needed
- (g) Turf fertilization Three times annually - chemically balanced
- (h) Aeration Eight (8) times annually

2) Hardscape Management

Service Level

- (a) Parking Lots Inspected daily (M-F), including curbs, sweeping
Once Monthly
- (b) Picnic Shelters Includes garbage cans emptied (daily 7 days per week) , table tops steam cleaned/pressure washed, once weekly (M-F)
- (c) Walkways & patios Cleared daily (M-F)
- (d) Play areas, sand areas Inspections and rake thoroughly (daily 7 days per week), and "screen clear" filter the sand (once weekly M-F)
- (e) Parking Area Sweeping Monthly

3) Trees, Shrubs & Ground Cover Areas

Service Level

- (a) Shrub Maintenance As needed
- (b) Ground Cover (weeding) Weekly
- (c) Cultivation As needed

(d) Pruning

Monthly /or as deemed necessary by District designee

4) Watering / Irrigation

- (a) Irrigation equipment
- (b) Head adjustment
- (c) Broken heads
- (d) Flow restrictions
- (e) Control valves
- (f) Controller Progress

Service Level

Inspect once a week (M-F)
Maintain properly
Repair as needed
As indicated
Adjust as needed
Adjust as needed

5) Park and Other Equipment

- (a) Play equipment
- (b) Picnic tables & benches
- (c) Trash Containers
- (d) Lighting
- (e) Drinking fountains
- (f) Opening Parks (2) –

Service Level

Inspect daily (7 days per week)
Inspect daily (7 days per week)
Emptied, cleaned or replaced as needed
Inspect weekly
Inspect/maintain five (5) days a week (M-F)
Open all park gates daily (7 days per week)

6) Ball Fields

- (a) Skin infield
- (b) Inspections
- (c) Fencing
- (d) Bleachers & player benches

Service Level

Machine dressed & watered daily (7 days per week per scheduled use)
Daily (M-F), includes filling in holes and top-dressing
Inspect weekly to ensure fabric is secured
Inspect daily (M-F) & maintain for safety

7) Parks Buildings Management

- (a) Buildings
- (b) Bathrooms

Service Level

Exterior Inspected daily (7 days per week).
Report graffiti daily as needed. Garbage cans emptied daily (7 days per week).
Inspected and cleaned daily (7 days per week).
Report graffiti daily as observed. Clean fixtures and stock with paper products as needed daily (7 days per week).

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Parks Supervisor or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Supervisor no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"

TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Exhibit "A".

1. TURF MANAGEMENT

- a) Mowing - The Contractor shall be responsible for mowing and edging all turf grass areas. An approved-reel type mower shall be used on all sports turf areas. All mowers must be used exclusively at the park or adequately cleaned and sterilized prior to use, to prevent undesirable weed specie intrusion(s). Turf grass shall be maintained and mowed at a height determined by specie as listed below:

Bermuda - ½ - 1"
Tall Fescue - 2 - 3"

Mowing shall normally occur once a week during the growing season to maintain the proper height. Mowing schedules may need to be adjusted during the soccer season for field preparation. Mowing direction shall be rotated. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf areas shall be cleaned of all debris prior to mowing operations. If required the contractor shall be responsible for removing grass clippings after the turf is mowed.

- b) Turf Edging and Trimming - Turf edging and trimming shall be performed once per week concurrently with mowing. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent an overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. All edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.
- c) Recreation Turf - These areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- d) Renovation - Post soccer season top dressing shall occur one time per year on a schedule approved in advance by the Park Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.
- e) Thatch Removal -
The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal

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shall be performed with a power-driven thatching/ verti-cutting knives. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. Over seeding and topdressing shall be required at the contractor's expense were thinning of sod has occurred. The Park Services Manager shall determine the top-dressing and seed application rate.

- f) Turf Irrigation - Turf irrigation shall be managed through automated controls and manual operation using sprinkler heads properly spaced and adjusted for uniform application. Application shall be at a rate corresponding to climate, soil type and cultural requirements of the turf species.
- g) Litter and Leaf Pick-up - Litter and leaf pick-up shall be performed as needed to maintain a neat and clear appearance.
- h) Turf Fertilization - The Contractor shall fertilize the sports turf grass a minimum of eight (8) times a year on a schedule to be approved in advance by the Park Services Manager. Ornamental turf shall be fertilized four (4) times per year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of one (1) pound actual nitrogen per thousand square feet per application. Fertilizer spreading shall be accomplished using a rotary and/or drop spreader. Invoices for the applications shall be delivered to the Parks Division within one week following application.
- i) Fertilizer - Rates and analysis are for proposal purposes only. Actual formulas and rates shall be based on two (2) soils reports. The District shall collect and deliver the samples to an approved soils lab and pay for the actual lab costs.
- j) Soil Aeration - The Contractor shall be responsible for soil aerification for sports turf grass areas eight (8) times per year. Ornamental turf shall be aerified one time per year. Aerification shall be done with 1/2 to 3/4 inch with a power driven or tractor-pulled coring tine. All surface material shall be removed the same day as the aerification. The Parks Supervisor shall be notified with a written schedule one month prior to the date of aerification commencement. Extreme care shall be used to identify sprinkler heads, valve boxes, and other in-ground equipment prior to aeration (this shall be done using wire/plastic marking flags). All plugs shall be broken to satisfaction of District by dragging and/or by rotary mower immediately after aeration.

2. PEST MANAGEMENT

- a. The Contractor shall be responsible for the control and elimination of weeds, insects, rodents, and diseases negatively affecting plant material or causing an unsafe physical environment.

b. Integrated Pest Management (IPM)

It is the intent of the District to minimize the use of chemical pest control. To meet this intent, the Contractor shall develop an Integrated Pest Management Plan (IPM). This plan shall be submitted within 90 days of the start of maintenance. The IPM plan shall contain the following components:

- Identify and implement cultural practices that will assist in controlling pest problems, i.e. aerification, thatching, pruning, fertilization, and irrigation schedules that do not enhance conditions conducive to pest growth.
- The evaluation of the common pest problems and a sustainable long-term management plan to eliminate, or manage them at an acceptable level.
- Damage thresholds that will be used to determine pest control methods and establish when pesticide use will be acceptable.
- Identify a monitoring program that will provide information related to pest populations to more effectively monitor, identify, and establish control methods.

c. Chemical Pesticide Application

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the District prior to beginning any pest control operations. These shall include, but not be limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California, Department of Pesticide Regulation approved list and submit all pesticide use reports to the Ventura County Agricultural Commissioner. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. The Contractor shall notify the Parks Services Manager three days prior to application of pesticides. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Parks Services Manager a copy of all monthly pesticide use reports. An indication dye shall be used when applying any pesticide.

3. WEED CONTROL

All turf grass areas shall be evaluated and treated for weed control on a schedule and with a method approved in advance by the Parks Services Manager. Kikuyu and other invasive grasses, and broadleaf plants in lawn areas are considered weeds. All planter beds, turf and hardscape areas shall be kept weed free at all times. Weeds shall be removed within two days of emergence. Weed control shall be based on the approved IPM program submitted to the District.

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Hand weeding by mechanical means shall be the approved method for weed control. All chemical applications must be approved by the Park Services Manager in writing prior to applications.

All fence lines, light standard bases, tree wells, buildings and structures shall be free of all weeds at all times

4. HARDSCAPE MANAGEMENT

(a) Parking Lots - All parking lots shall be inspected daily (M-F) for litter and trash pick-up, broken glass or other safety hazards. Wheel stops, signs, gates and barricades shall be checked weekly and repaired or serviced as needed. All curb areas shall be swept once a week and the entire parking once monthly. All weeds growing in cracks shall be removed weekly.

(b) Picnic Shelters - Picnic shelter surfaces shall be inspected daily (7 days per week) for litter and trash pick-up. Garbage cans shall be emptied daily and as often as may be required. All surfaces including tabletops shall be steam cleaned/pressure washed as needed.

(c) Walkways and Patios - All walkways and patios shall be kept clean of litter, debris and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately. All walkways and patios shall be steam cleaned/pressure washed as needed.

5. TREES, SHRUBS AND GROUND COVER AREAS

(a) Shrub Maintenance - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized four (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover - All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized four (4) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Tree Maintenance The Contractor shall provide proper watering of all trees. Whether done by automated irrigation systems, manually with the use of hoses or water tank. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Pruning and trimming of trees shall be limited to removal and disposal of any

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dead and/or broken branches and sucker growth located in or on the tree, and any branches hanging 10 feet or lower over sidewalks, pedestrian access areas, or roadways. Emergency work and/or safety clearance pruning maybe authorized by the Parks Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District's representative.

(d) Tree Protection – Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District's representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

6. WATERING/IRRIGATION

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines and/or drip systems, potable tank water system, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times to ensure the health of all plants, and to minimize inconvenience to people using the area. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk, and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The Contractor shall check the effect of the watering program weekly. At least once every two weeks, this review shall consist of probing in at least one area covered by each sectional valve and ascertaining the anticipated water requirements and adjusting the system or watering schedule accordingly. The irrigation tech shall sign and date a controller log indicating a system test was performed. This log shall note any problems and their correction date.

Particular attention shall be given to avoid exceeding the soil absorption rate. Where more water is required than can be applied at one time, Contractor shall set the automatic timer for repeat cycles at short intervals to satisfy the water demand. In no case shall the holding capacity of the soil be exceeded to allow run-off of water to go to waste. All irrigation controllers shall be turned off during periods of rain by the Contractor, and turned on and reprogrammed at the completion of each rainy period. Where computer controllers are used (RainMaster EagleI), the Contractor shall input the schedule into the RainMaster website. Where computer control is not present, irrigation schedules shall be provided using a standard spreadsheet acceptable to the District. Schedules shall include duration, frequency, and timing for each controller and valve. Valve type and location shall also be identified.

Irrigation schedules shall be provided on a schedule as determined by the Park Services Manager.

The Contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts, excluding phone lines and electric pedestals and meters. Included in the system are irrigation controllers, remote control valves and boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, pumps, backflow devices and vandal proof enclosures. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. The District will replace irrigation controllers and vandal-proof enclosures, which are beyond economic repair. All supplies, equipment, and parts shall be provided at the Contractor's expense. All replacement parts shall be with same model/type. Substitutes must have prior approval from the Park Services Manager. The Contractor is required to adjust the height of sprinkler heads in turf and groundcover areas to ensure proper coverage. Excavating around sprinkler heads in order to assure proper coverage from sprinklers is strictly prohibited.

Vandal proof enclosures for backflow and controllers shall be chipped of rust and dirt and painted with two coats of an epoxy exterior paint a minimum of 1 x per year in November or as required to maintain good working order and appearance.

- (a) Irrigation Equipment – All irrigation equipment (including but not limited to pipes, heads, valves and controllers) shall be inspected for proper operation and adjustment once each week.
- (b) Head Adjustment – All sprinkler head adjustment shall be adjusted to eliminate spray onto hard surfaces immediately.
- (c) Broken Heads – All broken sprinkler heads and risers shall be repaired immediately.
- (d) Flow Restrictions – The sprinklers heads located on the low end of a line shall have flow restrictors placed under them to eliminate line drain-down.
- (e) Control Valves – Control valves shall be adjusted as needed to allow proper closing and to eliminate leakage.
- (f) Controller Progress – All irrigation controller programs shall be adjusted as frequently as necessary to maintain proper precipitation rates. When raining, controller programs shall be placed in the “rain mode” or turned off.

7. PARK AND OTHER EQUIPMENT

- (a) Play Equipment - All play equipment shall be inspected daily (Sunday-Saturday) for unsafe/hazardous conditions. All unsafe/hazardous conditions and/or damage are to be reported to the District's contract officer immediately. All play equipment shall be inspected daily (Sunday-Saturday) by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor.

(b) Picnic Tables and Benches - All picnic tables and benches shall be inspected daily (Sunday-Saturday) for unsafe/hazardous conditions. Picnic tables and benches shall be inspected daily by Contractor with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor. All unsafe/hazardous conditions and/or damage are to be reported to the District's contract officer immediately.

(c) Trash Containers - All trash containers shall be emptied daily (7 days a week) and more frequently as necessary. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied. Containers used in picnic and common areas shall be washed (exterior and interior) as needed and exteriors shall be cleaned and wiped down daily with a disinfectant. All trash containers shall be pressure washed/steamed cleaned once per month.

(d) Drinking Fountains - All exterior drinking fountains shall be inspected seven (7) days a week. Inoperable drinking fountains shall be reported immediately by Contractor.

8. BALL FIELDS

(a) Skinned Infield – The skinned infields shall be machine and hand dressed and watered once daily, (7 days per week per scheduled use), during the active play season. Off-season machine dressing and watering shall occur once each week. Once every three (3) months the infield shall be scarified to a three (3) inch depth, leveled, watered and compacted. Home plate and pitchers rubber shall be replaced annually. Bases shall be replaced twice per year.

(b) Inspections – Daily (7 days per week) inspections shall occur. All holes or depressions at home plate, pitchers plate, bases or elsewhere on the infield shall be filled in. Turf areas shall be repaired seeded and top-dressed immediately.

(c) Fencing – All chain link fencing shall be inspected on a weekly basis to insure all fabric is properly tied to supports and that no wires have unraveled causing wire protrusions.

(d) Bleachers and Player Benches – All bleachers and player benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of bleachers and player benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and cleaned. Painted bleachers and player benches shall be painted once annually. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All bleachers and player benches shall be inspected daily by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor.

9. PARKS BUILDING MANAGEMENT

(a) Building – All buildings exteriors shall be checked daily (7 days per week). Contractor shall report graffiti daily as observed to the Park Supervisor.

(b) Bathroom – All bathrooms shall be inspected daily (7 days per week), toilets, urinals and wash basins shall be scoured once per day, and paper goods shall be restocked as needed. Garbage cans shall be emptied and all areas shall be cleaned daily (7 days per week). Contractor shall report graffiti daily as observed to the Park Supervisor.

PROPOSER

- 1) Name of Proposer _____
- 2) Address of Proposer _____

- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or _____ Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full _____
2. Address _____
3. Birth date _____ Place of Birth _____
4. Social Security No. _____
5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
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4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
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5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No., and State driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in California?
Yes No If so, as of what date? _____
4. The corporation is held: Publicly Privately

5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____

2. Joint Venture Agreement or Statement recorded? Yes No

Date	Book	Page	County
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3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. Name and address of each joint Venturer:

Name	Address

If a Joint Venturer is a Partnership or Corporation, complete pages 22 or 23 as applicable.

5. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 4 above.
6. Attach a complete copy of the Joint Venture Agreement.
7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

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

TO: BOARD OF DIRECTORS

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

DATE: December 7, 2017

**SUBJECT: CONSIDERATION AND APPROVAL TO REJECT
ALL BIDS FOR MAINTENANCE YARD DRIVEWAY**

RECOMMENDATION

It is recommended the Board approve the rejection of all bids received for the Maintenance Yard Driveway.

BACKGROUND

At the September 6, 2017 Board meeting, the Board approved specifications to remove and replace the asphalt driveway at the maintenance yard located at 380 Skyway Drive. Construction bids were opened on Monday, September 11, 2017 for the subject project. All three bids received were above the estimated cost for the project. This item is to consider rejecting all bids.

The maintenance yard driveway was built over the top of the underground fuel tank and those tanks eventually deteriorated which caused them to leak. These tanks were removed however, part of the damage to the driveway was caused by the fuel leak. Asphalt deteriorates when not kept on a reoccurring maintenance schedule. There is approximately 5,200 square feet of surface area located at the maintenance yard which needs to be removed and/or fixed.

ANALYSIS

There were six (6) companies which attended the mandatory job walk (Toro Enterprises, Hughes Engineering, Hardy and Harper, United Construction, BSN Construction and Mission Paving). Three (3) of the six vendors delivered a bid packet with one (1) withdrawing from the list.

Name of Bidder	\$ Amount of Bid
Toro Enterprises	\$44,420
Hughes Engineering	\$46,768
United Construction	\$109,428

The estimate for the project is \$35,000. Staff recommends rejecting all bids received, adjusting the project design and re-advertising the project for construction bids.

FISCAL IMPACT

No fiscal impact at this time.

RECOMMENDATION

It is recommended the Board Approve the rejection of all bids received for the Maintenance Yard Driveway.

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

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